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CURRENT TOPICS.

THE Court of Appeal No. 2 did not hold a sitting on Thursday last, as one of its members—namely, Lord Justice DAVEY, was summoned to Windsor to be made a member of the Privy Council.

THE ORDER of transfer to Mr. Justice ROMER, which was referred to last week, was signed on the 20th inst., and consists of 73 instead of 75 actions, as originally intended. The order

will be found in another column, and we are enabled to add a list of the same actions placed in the order in which they are to be heard.

MR. JUSTICE CHITTY will commence the hearing of witness actions on Tuesday, the 28th inst., and will continue to dispose of the same work until Saturday, the 9th of December, on every day with the exception of Monday, the 4th of December. During this period his unopposed motions and unopposed petitions will be heard by Mr. Justice NORTH on Thursdays and Saturdays.

THE LIST of actions before Mr. Justice KEKEWICH was so reduced that none could be spared to be transferred to Mr. Justice ROMER. However, several cases which have stood over on account of the parties not being prepared have within the last few days become effective, and now there will be enough cases to provide work for this learned judge certainly until the end of next week. If after that his lordship runs short of work, there will remain a long list of non-witness actions in Mr. Justice CHITTY's list, many of which might be usefully disposed of by Mr. Justice KEKEWICH.

SMALL PROGRESS has, up to the present, been made with the Local Government Bill. At the end of Wednesday's sitting the consideration of clause 2 was not concluded, and, owing to other business, little more is likely to be carried through the committee this week. Moreover, a promise by the Government to introduce provisions respecting female suffrage has added to the already numerous difficulties which surround the Bill. Of these perhaps the greatest relates to the incidence of taxation for providing the necessary funds for carrying out the powers which it is proposed to confer upon parish councils. The proposal of the Government is to throw these expenses entirely upon the poor rate. As has been pointed out in the articles upon the Bill which have appeared in our last two numbers, a large proportion of those to whom it is proposed to intrust the powers of expenditure will not themselves be ratepayers. To obviate the apparent injustice of this arrangement amendments have been put on the paper with the object of dividing the rates between owners and occupiers, or of throwing the expenses upon a rate to be levied in the same way as a "special expenses rate" under the Public Health Act, 1875. The latter proposition would have the effect of exempting canal and railway companies and owners of tithe and occupiers of agricultural land from the payment of three-fourths of the rate. On this question considerable discussion may be expected.

WE HAVE put forward lately so many of the uncracked nuts of practice which grow somewhat freely on our Rules of Court, that we should feel some apology due to our readers in presenting them with yet another of these growths if it were not for the fact that the present seems a propitious time for calling attention to every obscurity contained in Rules of Court. We are promised a new and revised edition of the rules, and we are not without hope that one main object of the revision will be to collect those nuts of practice which, after all these years, remain uncracked, and to crack them for the benefit of the profession. Ord. 21, r. 8, of the Rules of the Supreme Court provides that where leave has been given to a defendant to defend under order 14, he has eight days from the date of the order to put in his defence where no other time is specified. Ord. 54, r. 22, provides that an appeal from a master to the judge in chambers shall be no stay of proceedings unless otherwise ordered. Let us take a very common case which arises under these rules. On application under order 14, defendant obtains leave to defend, let us say on the 1st of November. His time for defence expires on the 9th of November. But the plaintiff gives defendant notice of appeal for the 5th of November against the order giving leave to defend. The appeal is heard on the 5th of November and is dismissed. When does the time for defence expire? If we take the rules by themselves, the appeal does not stay the proceedings, and therefore the defendant must still

deliver his defence on the 9th of November, within four days after the hearing of the appeal, or apply for extension of time. But there is the case of *Hobson v. Monks* (W. N., 1884, p. 8) which creates a doubt on the question. In that case a specially-indorsed writ was issued to which the defendant appeared. The plaintiff issued a summons under order 14, returnable two days after the expiration of the ten days allowed to the defendant to put in his defence. On the day appointed for hearing the summons under order 14 the plaintiff entered judgment in default of defence, and on the hearing of the summons he informed the master that he had already obtained his judgment in default of defence. No order was therefore made on the summons. Subsequently the defendant applied to set aside the judgment in default, and the master ordered it to be set aside as irregular. On appeal, the judge held that the master was right in doing so, on the ground that "it would be an absurdity to hold that the defendant must put in a defence, while the plaintiff is asking for final judgment on the ground that there is no defence." The effect of that decision has been to establish the practice of suspending the time for defence during the pendency of proceedings under order 14. Does that ruling apply to an appeal to the judge from an order giving leave to defend, and to any subsequent appeal? If it does, then ord. 54, r. 22, does not apply to any appeal by a plaintiff against an order giving leave to defend under order 14. If it does not, then the absurd state of things pointed out by the judge in *Hobson v. Monks* exists during the pendency of every such appeal. Here we have the plaintiff applying to the court for summary judgment on an affidavit swearing that there is no defence to the action, and at the same time (if his appeal is adjourned or he carries it to the Divisional Court) reserving to himself the right to enter judgment in default against the defendant because he has failed to deliver a defence which he ought to have delivered. We commend the point to the revisers of the rules.

AN IMPORTANT decision has been given by a divisional court (KENNEDY and VAUGHAN WILLIAMS, JJ.) in *Re Helsby* on the liability of married women to be made bankrupt. The Married Women's Property Act, 1882, provides, by section 1, sub-section 5, that "every married woman carrying on a trade separately from her husband shall, in respect of her separate property, be subject to the bankruptcy laws in the same way as if she were a *feme sole*." *Prima facie* a married woman is not liable to be made bankrupt, even though she has separate property, and the remedies of her creditors are confined to enforcing their debts against the property (see *per* Lord ESHER, M.R., in *Holtby v. Hodgson*, 38 W. R. 68, 24 Q. B. D. 103); she can only be made bankrupt, therefore, under the above section, and to bring it into operation it is essential that she should be carrying on a trade separately from her husband. In the present case the married woman was not, so far as contribution of capital or personal exertion was concerned, carrying on a trade at all. Her part was limited to permitting her name to be used as that of the ostensible owner of the business. The capital consisted of funds procured by the husband on his own credit, and the business was managed by the husband and sons. The business having failed, a receiving order was made against the married woman by the judge of the Blackburn County Court, and it has now been rescinded by the Divisional Court, on the ground that there was no trading by her separately from the husband. Practically, it was said, the business was the husband's, or at most the wife had a joint interest with him. There was no separate trading in such a way that, as between herself and her husband, the husband could make out no claim to the property and benefits of the trading, and this is the requirement of the Act according to KENNEDY, J. According to VAUGHAN WILLIAMS, J., the principle is that a married woman is not to be made subject to the bankruptcy laws in respect of a business which is under the control of her husband either wholly or partially. The result seems to be too favourable to the married woman who has allowed herself to be held out to the world as the sole trader, and somewhat unjust to creditors who have understood that they were dealing solely with her. Possibly the section of the Act requires such a construction, but unless there is some special circumstance to fix the husband with

liability, it seems that he may be able in this way to shield himself from bankruptcy. His wife, whose name he uses, cannot be made bankrupt, and, if he keeps himself sufficiently in the background, it by no means follows that he can. At any rate the creditors are put in a position of uncertainty, and, for bankruptcy proceedings, it should be enough that the wife is the ostensible owner of the business.

IN CASES such as that of *Re Brooke, Brooke v. Brooke* (*ante*, p. 42), it is satisfactory to find that the ingenuity of the modern judge—in this instance Mr. Justice CHITTY—is more than a match for the perverse logic of the old lawyers; but after all it is merely a matter of ingenuity, and it is pitiful that the rights of parties should have to depend upon such quibbles. A testatrix who died in 1875 devised real estate to A. and B., and their heirs, upon trust to allow A. to use and enjoy the same for life, and after his decease to stand possessed thereof upon trust for his children, as he should by deed or will appoint, and, in default of appointment, upon trust for all the children who, being sons, should attain twenty-one, or, being daughters, should attain that age or marry, in equal shares as tenants in common. There was a direction to pay debts which, it was held, charged them on the realty thus specifically devised, and A. and B. were appointed executors. A. died in 1892, leaving two children, both infants and unmarried. The question consequently arose whether the devisees in trust did or did not take the legal estate. If they took it, there was no difficulty. Such estate would support the equitable remainders limited to the children, and these would take effect at the times specified. If they did not take it, the estates limited to the children were contingent legal remainders, which failed because they were not ready to vest on the death of A. The Act to amend the law as to contingent remainders (40 & 41 Vict. c. 33) now provides that such limitations shall take effect as springing or shifting uses or executory devises, but it only applies to instruments executed, or wills made or republished, after August 2, 1877, the date of the passing of the Act. If, then, the legal estate was not in the trustees, there was nothing to mitigate the rigour of the common law doctrine. That the construction of the will could not be influenced by the hardship which would thus arise was determined in *Cunliffe v. Brancker* (3 Ch. D. 393); in other words, the obvious desire of the testatrix to benefit the children could not be taken as any indication of her intention as to the vesting of the legal estate. But, fortunately, such indication was found in the fact that the devisees in trust were also named executors. The direction to pay debts was a direction to the executors (*Marshall v. Gingell*, 21 Ch. D. 790), and, since the debts were charged on the land, and the land was devised to the executors, this was an intimation that they were to have control of it, and therefore that the legal estate was to remain in them, and not follow the beneficial limitations. It is quite safe to say that nothing of this kind was in the mind of the testatrix, and it was probably a mere chance that, instead of appointing A. and B., the trustees under the specific devise, to be executors, she did not appoint A. and C., who were named trustees of her will generally. But the chance has the result of carrying out her intention. Is there any good reason why the Act of 1877 should not be made retrospective, and further decisions upon these lines rendered unnecessary?

IF CHARITABLY disposed testators realized the difficulty which their bequests frequently cause, they would perhaps be more careful over the words they use. In *Re Lloyd, Lloyd Greame v. Attorney-General* a testatrix gave "for religious and benevolent societies or objects, chiefly the former," £14,000, to be apportioned by her brother as he thought best, and as she would have wished. She left a memorandum to assist him in the distribution, but merely for his guidance, not to fetter him; her only definite direction was, that she wished "nothing to be given to that is not of a sound Protestant character, nothing High Church, Broad Church, and for nothing merely ornamental in character." In consequence of diminution in the value of her property she made a codicil, by which she cut off £1,000 "from the sum for

religious or charitable legacies." The validity of the bequest depended upon the construction to be given to the words "religious and benevolent societies or objects." If the direction had been confined to religious societies only, the presumption would be that they were charitable, and the bequest would have been good (*Re White*, 41 W. R. 683, [1893] 2 Ch. 41); if to benevolent societies, it is equally clear that they would not be charitable in the technical meaning of the word, and the bequest would be void for indefiniteness (*James v. Allen*, 3 Mer. 17; *Williams v. Kershaw*, 1 Keen, 229). It was a question, therefore, whether the societies and objects were, at the discretion of the brother, to be either religious or benevolent, or whether they were to be religious and also benevolent. STIRLING, J., considering the intimation of the testatrix that regard must be had to religious distinctions in distributing the legacy, and considering also the form of the codicil, held that the objects to be benefited were intended to be, in any case, religious, and he adopted the latter construction. The objects, therefore, being religious and benevolent, were necessarily charitable, and the gift, he held, was good. It seems, however, difficult to get over the words "chiefly the former," which strongly indicate that the testatrix distinguished in her own mind between religious and benevolent societies and objects, and intended the former class chiefly to benefit; and this is quite consistent with the direction that neither of the extreme parties in the Church of England were to derive any benefit from the bequest.

IN THE CASE of *Re Scott and Jackson (Limited)*, reported elsewhere, Mr. Justice VAUGHAN WILLIAMS has made an important addition or qualification of the order known as the St. Thomas's Dock Co. order. By that order, when an order is made that a winding-up petition should stand over, the company is put on an undertaking, first of all, not to consent to a winding-up order on the petition of any other creditor than that of the petitioning creditor, or to a voluntary winding up; and, secondly, to give notice to the petitioner of the presentation of any other petition for a winding up. His lordship seems to have made a considerable alteration in the practice as hitherto understood. The practice was laid down by the late Sir GEORGE JESSEL in *Re The Norton Iron Co.* (26 W. R. 92), to the effect that when a petition is presented for winding up a company, a second creditor, if he is aware of it, presents a second petition at his own risk as to costs, and an order will be made on the first, unless it can be shown that the first is collusive. This case has been followed by CHITTY, J., in *Re Building Societies' Trust (Limited)* (38 W. R. 458, 44 Ch. D. 140), where he said, "Adopting the rule laid down by the late Master of the Rolls in *Re Norton Iron Co.*, that is to say that the second petitioner, being aware of the presentation of the first petition, would have been right in going on with his petition had he been in a position to show that the first petition was not a proper petition, i.e., presented not in good faith or collusively. If he could have maintained any such case he would have been justified in bringing his petition to a hearing; but the late Master of the Rolls points out in *Re Norton Iron Co.* that if a creditor presents a second petition merely on suspicion that the first is not *bona fide*, he does so at his own risk as to costs." The practice is, therefore, that in an ordinary case a second petitioner is not justified in going on with his petition (see *Re General Financial Bank*, 30 W. R. 417, 20 Ch. D. 276), and he will only be allowed his costs up to the time of his receiving notice of the presentation of the first petition. Counsel will, in the future, when they take the usual St. Thomas's Dock Co. order, have to consider what is involved in it.

THE DECISION of the Court of Appeal (LINDLEY, A. L. SMITH, and DAVEY, L.JJ.) in *Lott v. Outhwaite* deals with the often-litigated question of the rights of an agent for sale in respect of his commission. It is a fundamental principle that, before he is entitled to any commission at all, he must shew, either that he has procured a purchaser who is willing to enter into a binding contract, or that he has been prevented from doing so by reason of his employer refusing to be bound, or otherwise improperly intervening: *Grogan v. Smith* (7 Times L. R. 132). But

after the contract has been made, the sale may, for various reasons, go off, and, unless this can be attributed to default on the part of the vendor, the agent has still not qualified himself to receive his money. As to what constitutes default on the part of the vendor some difficulty may arise. A mere capricious refusal to carry out the contract is, of course, sufficient, and so is a refusal to comply with a proper demand of the purchaser, as a demand for a further abstract of title: *Fisher v. Drewett* (48 L. J. 32). It was held, too, in *Green v. Lucas* (33 L. T. 584) that, if the contract goes off through defect in the title of the vendor, the agent has nevertheless earned his commission. But this seems not altogether in harmony with *Peacock v. Freeman* (4 Times L. R. 541), where LINDLEY, L.J., said that the vendor does not warrant to the agent that he has a title which he can force upon a purchaser, and, the contract in that case having been terminated by the vendor under a power to rescind, the agent was held not to be entitled to his commission. In spite of some expressions in the cases that an agent has earned his commission when he has secured the contract, and is not concerned with what afterwards goes on between the parties, it appears that the courts look rather at the completion of the sale than the mere procuring of the contract, and that the agent's commission depends on this, unless the failure of completion can be attributed to the vendor, his employer. In the recent case of *Lott v. Outhwaite* the failure was due to the inability of the purchaser to perform the contract, and the agent was held, therefore, not to have earned his commission.

IN CASES where the facts in issue give rise to a serious conflict of evidence, it has hitherto been the practice of the judge of the City of London Court, when sitting without a jury, instead of hearing the whole of the evidence and arguments, to pronounce judgment *pro forma* for one side, with leave to the other side to move for a new trial before a jury. This practice, which certainly has something to be said in its favour on the score of convenience, has, in the recent case of *Marshall and another v. Bluman and another*, been condemned by the Divisional Court (LAWRENCE and WRIGHT, JJ.) in a considered judgment delivered by Mr. Justice WRIGHT, who stated that a party who has brought his case to be tried by a county court judge without a jury is entitled to a *real* determination of it. Without attempting to justify a practice which, obviously, is legally indefensible, it is submitted that in cases, where, for instance, the character of the parties is more or less involved and the evidence proves to be conflicting, it is most desirable for the judge to suggest, at an early stage of the proceedings, that it would be better to adjourn the case till a jury can be summoned to try it. But, obviously, the course suggested should never be adopted without the consent of the parties first being obtained.

THE ACCUMULATIONS ACT, 1892.

THIS Act prohibits the settlement of any property, whether real or personal, so as to accumulate the income "for purchase of land only," except during the minority of a person who if of full age would be entitled to the income. We purpose in this article to consider how far the ordinary provisions which occur in settlements or wills are affected by this provision.

There is a preliminary question, What is the meaning of the words "for purchase of land only"? There are many cases where the accumulated fund may be applied in more than one manner, one of which is the purchase of land; we have to consider whether the Act applies to a case of this nature.

It may be argued that the words "for the purchase of land only" must be taken in their strictest meaning, so that where the accumulations may be applied for more than one purpose, one of which is the purchase of land, the Act does not apply. But this construction is so destructive of the object of the Act, and affords so easy a manner of evading it, that it is impossible to suppose that it will be adopted. Probably the view taken by the court will be that, so far as the accumulations ought to be applied for purposes other than the purchase of land, they are not affected by the Act, and that it applies only to that part of

the accumulations which ought to be applied to the purchase of land.

Cases where there is a discretionary power to purchase land with the accumulations present greater difficulties; until the question has been judicially decided, it is, perhaps, impossible to give a very decided opinion as to whether the accumulation in those cases is valid or not. Bearing in mind, however, that in a case of this nature the purchase of land is not the primary object of the accumulations, it will probably be held that the accumulations are not prohibited, but that the application of them to the purchase of land is invalid as offending against the Act. If the power to purchase land is, as it generally will be, vested in trustees, and they make the purchase, a further question will arise as to the effect of the purchase: Does the exercise of the power make the accumulations void *ab initio*, or is it only a breach of trust? Bearing in mind that it is the duty of a trustee to obey the law, we cannot help thinking that the latter is the conclusion that will be come to. But we need hardly say that a prudent trustee will be careful not to allow the case to arise.

We now proceed to the consideration of the effect of the Act on the ordinary accumulation clauses.

Accumulations made under the ordinary trust in a settlement of personality during the suspense of the vesting of a child's share do not fall within the Act, as if an infant child during whose minority they are made were of full age he would be entitled to the income, and, therefore, even if there was an absolute trust, instead of as will often be the case a power, to invest in the purchase of land, the clause may be safely used. Occasionally in a will the vesting of the children's shares is postponed till the attainment of an age greater than twenty-one. In this case the income would not belong to the child if he had attained twenty-one; if there is no power to invest in land the Act does not apply, but if there is such a power the case is one that we have already discussed, and, as we have already stated, the probability is that the trust for accumulation is valid, but that it is contrary to law and therefore a breach of trust, to apply the accumulations for the purchase of land under the power. It follows that, whether there is or is not power to invest the accumulations in the purchase of land, the form may safely be used.

The statutory power, or an express power in the usual form, to receive the rents during the minority of an infant tenant in tail or tenant for life, and to accumulate the surplus as capital moneys, after providing for his maintenance, is not obnoxious to the Act, as the infant would be entitled to the rents if he were of age. If, as sometimes happens in a will, the vesting is postponed till after twenty-one, similar considerations apply as those which apply to the corresponding provisions in personal settlements.

A trust for accumulation for the general purposes of a settled estate may be framed (as in 2 Key & Elphinstone, 602) so that the trusts of the accumulated fund are the same as if it had arisen from a sale of the settled property: in other words, as if it were capital moneys within the meaning of the Settled Land Act, 1882. Probably this clause is not obnoxious to the Act, but care must be taken, for the reasons above pointed out, not to apply the accumulations in the purchase of land.

Sometimes instructions are given to the draftsman to accumulate the whole or part of the rents as long as the law will admit, and to apply the proceeds in the purchase of land to be settled to the uses of an existing settlement. Such a provision falls directly within the terms of the Act, and is absolutely invalid. But the intention can in many cases be practically carried out. If, as is very commonly the case, the settled land is subject to incumbrances, the intention will very nearly be carried out by directing the accumulations to be applied in discharge of the incumbrances. Any surplus remaining, or, if the settled land is free from incumbrances, the entirety, may be settled in the same manner as if it was a chattel real intended to devolve with the settled freeholds. In a case which occurred in practice in drafting a will, by which the devised estates were put into strict settlement, power was taken to mortgage the settled land for the purpose of raising capital money. The accumulations were dealt with in the manner above pointed out, and it was provided that the trustees of the accumulated fund

might make advances on mortgage of parts of the settled land, or any purchased land to the full value of the land comprised in each mortgage; the result being that, when a purchase was made, the purchase-money might be provided for out of the accumulations, but that, as the accumulations were advanced on mortgage only, the case did not fall within the provisions of the Act.

WINDING UP OF INDUSTRIAL AND PROVIDENT SOCIETIES UNDER THE ACT OF 1893.

SECTION 80 of the Industrial and Provident Societies Act, 1893 (56 & 57 Vict. c. 39)—a statute which will come into operation on the 1st of January, 1894—repeals *in toto* the Industrial and Provident Societies Act, 1876, and section 3 provides that "every incorporated society now existing which has been registered or certified under any Act relating to industrial and provident societies shall be deemed to be registered under" the Act of 1893. This is practically a re-enactment of section 5 of the Act of 1876.

It is not intended to state here the effect of the whole of the Act of 1893, which consists of eighty sections and four schedules, but to call attention only to some of its provisions relating to the winding up of the societies to which it relates, and the first inquiry is, "To what societies does it relate?"

The only enactments repealed, besides the Act of 1876, are the 8th section of the Customs and Inland Revenue Act, 1880, and "so much as relates to industrial and provident societies" of the Provident Nominations and Small Intestacies Act, 1883, and section 5 provides as follows: "With respect to the registry of new societies the following provisions shall have effect. . . . (4) A society registered under the Industrial and Provident Societies Act, 1852, and not registered under the Industrial and Provident Societies Acts, 1862, 1867, or 1876, may obtain from the registrar an acknowledgment of registry under this Act. . . ."

Societies registered only under the Act of 1852 are not corporations, but it is not easy to say what a "new society" means, so far as sub-section 4 of section 5 is concerned, for inasmuch as the Act of 1852 was repealed by section 1 of the Industrial and Provident Societies Act, 1862, any remaining societies under the Act of 1852 must be at least thirty years old!

Section 5, sub-section 5, enacts that the word "limited" shall be the last word in the name of every society registered—or, it is to be inferred, *deemed to be registered*—"under this Act"; and section 21 says that the registration of a society shall render it a body corporate "by the name described in the acknowledgment of registry with limited liability, and shall vest in the society all property for the time being vested in any person in trust for the society." This section is a re-enactment of section 11 (1) of the Act of 1876.

But what does "the registration of a society" mean? Does it include that registration which is to be "deemed" to exist under section 3, or only the "registry" of new societies under section 5? As regards these, section 5, sub-section 2, says that "for the purpose of registry an application to register the society, signed by seven members and the secretary, and two printed copies of the rules, shall be sent to the registrar"; and section 6 is as follows: "The registrar, on being satisfied that a society has complied with the provisions as to registry in force under this Act, shall issue to such society an acknowledgment of registry," which acknowledgment, by section 8, is made conclusive evidence of registration, unless "registry" is proved to have been suspended or cancelled.

Probably all this means that the old incorporated societies need not apply for registration under the Act of 1893, but that industrial and provident societies started after the end of the year 1862, and that those already registered under the Act of 1852 may, apply for registration. As the Act of 1893 professes not only to consolidate, but to amend the laws relating to industrial and provident societies, those who are responsible for the drafting might have made matters a little clearer. The term "registered society" is, however, defined by section 79 as meaning "a society registered, or deemed to be registered, under this Act," and this confirms the view above expressed.

A registered society may, by special resolution, determine to

convert itself into a company under the Companies Acts (s. 54), and if such a special resolution "contains the particulars by the Companies Acts required to be contained in the memorandum of association of a company, and a copy thereof has been registered at the Central Office"—that is, in England, the Central Office established by the Friendly Societies Act, 1875—"a copy of such resolution, under the seal or stamp of the Central Office, shall have the same effect as a memorandum of association duly signed and attested under the said Act" (*sic*). This provision is taken from section 16 of the 1876 Act, but the old section referred only to the Companies Act, 1862, and the draftsman has forgotten to alter the last word of section 54 (2) of the new Act.

By section 55—and this seems to be new—a company registered under the Companies Act may, by a special resolution, convert itself into a registered society, and upon such conversion, registry—or registration as we prefer to call it—under the Companies Acts becomes void.

A registered society may be dissolved as heretofore (a) "by an order to wind up the society, or a resolution for winding up thereof"—but now to be made as is directed in regard to companies by the Companies Acts, 1862 to 1890, the provisions of which are expressly applied to any such order or resolution—or (b) "by the consent of three-fourths of the members, testified by their signatures to an instrument of dissolution."

But this application of the Companies Acts, 1862 to 1890, at first sight appears to be cut down by section 59 which is as follows: "Any proceedings in the winding up of a registered society which at the passing of this Act are pending in any county court may, on application made by or on behalf of the registrar, with the consent of the Treasury, be transferred to the High Court, and thereupon the Companies (Winding-up) Act, 1890, shall, so far as applicable, apply thereto accordingly."

Now, in the first place, the county court as defined in the Act of 1876 is the only court which has jurisdiction to wind up such registered societies (see section 17 of the Act of 1876 and *Re London and Suburban Bank*, 1892, 1 Ch. 604). A careless reading of sections 58 and 59 would lead one to suppose that it is only after transfer from the county court to the High Court (which could not be ordered under the existing law: see *Re London and Suburban Bank*) that the provisions of the Companies Act—or at any rate that of 1890—are to apply. Glancing back at section 58, however, and comparing it with section 17 (1) of 1876, we discover that the county court is no longer to be the exclusive tribunal for the winding up, even before transfer, of industrial and provident societies, but that the amount of paid up capital and the provisions of section 1 of the Companies (Winding-up) Act, 1890, must be considered by anyone about to present a winding up petition.

In liquidations pending on the 12th of September, 1893, when the Act passed, however, it would seem, on the construction of section 59, that the Act of 1890 does not apply at all unless the proceedings are transferred to the High Court; and if this is so, the section nullifies rule 146 of the County Court Rules, 1892, so far as it purports to apply the Act of 1890 to the winding up of industrial and provident societies, and, to the same extent, shews that the Board of Trade Order appointing official receivers in their liquidations has no effect. It may be remembered that the validity of the county court rule, except so far as it deals with practice, has already been doubted by Mr. Justice VAUGHAN WILLIAMS in *Re Portsea Island Building Society* (1893, 3 Ch. 205).

There is another very remarkable thing about the new Act. Section 2 says that the Act "shall extend to Great Britain and Ireland and the Channel Islands." Section 77 makes special provision for the Channel Islands, and section 79 says that "county court" shall mean, for Scotland, the sheriff court of the county." Luckily, at the beginning of this section the definitions are controlled by the well-worn words "if not inconsistent with the context." Otherwise it would seem that a pending winding up in a Scotch or Irish county court might be transferred to the English High Court of Justice.

One doubt still remains. The Companies (Winding-up) Act, 1890, only applies to England and Wales (see the full title of the Act and sections 1 (1) and 33), but the Act of 1893 applies to the whole of Great Britain and Ireland. This being so, sec-

tion 58 says that the provisions of the Companies Acts, 1862 to 1890, "shall apply to any such order"—i.e., an order to wind up a registered society—"or resolution" for the winding up thereof. In a winding up in Scotland or Ireland of a registered society the provisions of the Act of 1890 seem to be applied. And if that is so, the directors of a registered society in Scotland or Ireland may escape public examination, and other evils attending the application of the Act of 1890, by getting the members to pass a resolution for converting the society into a company under the Companies Acts, for to such a company, in Scotland or Ireland, the Act of 1890 does not apply.

REVIEWS.

BOOKS RECEIVED.

The Candidates' and Agents' Guide in Contested Elections. Being a complete *Vade Mecum* for Candidates, Agents, and Workers in Parliamentary and Municipal Contests. By H. C. RICHARDS, Barrister-at-Law. Jordan & Sons.

The Corrupt and Illegal Practices Prevention Act, 1883. Annotated and Explained. With Notes of Judicial Decisions in Cases of Bribery, Treating, Undue Influence, Personation, &c., and a copious Index. By H. C. RICHARDS, Barrister-at-Law. Jordan & Sons.

Law Reform. An Address. By W. R. HERKLESS, M.A., LL.B. William Hodge & Co.

CORRESPONDENCE.

THE LAND REGISTRY AND BANKERS' MORTGAGES.

[To the Editor of the Solicitors' Journal.]

Sir,—The Land Registry Office has just issued an important memorandum on the above subject. As solicitor for thirty-five years of a large joint-stock country bank of two branches, and having in that time advised on many hundreds of deposits (sometimes at the rate of three or four in a week), I cannot advise bankers to put any trust or confidence in this document, its facts, deductions or suggestions. It seems to me to be almost worthy of the description given by Mr. B. G. Lake, in his Manchester paper, of another document issuing from the same source—viz., "extremely disingenuous if not intentionally misleading." I believe I could controvert or otherwise dispose of nearly every line of it, but that would require more space than I can expect you to give me.

The memorandum commences with a description of a "small loan"—"say under £2,000," on unregistered land. In the case of my bank, as I expect in most other country banks, £2,000 would not be a "small loan"; but let that pass. In these so-called small cases the memorandum admits that the transaction "takes less than a quarter of an hour," and assumes that if the loan lasts for not more than six months there is no cost whatever. I hail the admission, but do not entirely admit the assumption.

The memorandum describes what the corresponding work would be under the registry system, viz., a deposit of the land certificate under section 81 of the Act of 1875, with a signed authority to search the register. "No search or entry in the register would be made, as the mere existence of the register renders any attempt at fraud too dangerous to be undertaken. If desired, however, the memorandum says that full protection is readily obtainable at an almost "nominal cost." The cost here called "nominal" would, I believe, be in country cases sufficiently burdensome to stop the transaction altogether. But what I would particularly call attention to is the bold suggestion of the office that no search of, or entry on, the register need accompany a deposit of the land certificate. Will it be believed that in the "General Instructions as to Registration and Transfer of Land," issued by the Land Registry Office in the present year, are the following words:—"An equitable charge can be made by the deposit of freehold land certificate or office copy registered lease, but, as its production is not required on transfers, the mere deposit is very little security unless protected by a caution or restriction." "In order to discourage the practice as far as possible, it is provided that a caution to protect a transaction capable of registration shall pay the same fee as the registration itself." It will be seen that the memorandum suggests and invites a practice which the "Instructions" describe as giving "very little security," and go on to condemn and suppress by the infliction of a monetary penalty. Can the force of officialism further go?

In dealing with the case of larger or more permanent loans, the memorandum says a lawyer is invariably consulted, and in most cases a mortgage deed is required. A number of days, it says, "more or

less according to circumstances, is always occupied, and more or less of expense is necessarily incurred. Often a regular examination of title is insisted on." The memorandum then goes on to contrast this, to a considerable extent imaginary, state of things, with the proceedings under the registry system, and says that system "offers a better security to the banker, and inflicts less cost and delay on the borrower, than the usual mode of conveyancing." "The land certificate can be compared with the register in a few hours; or, if the parties are at a distance, in course of post. If a regular mortgage be required, it can be made out at once and registered in a day at one-fifth of the cost of an ordinary examination of title. If an equitable title be relied on, it can be protected on the register by an inhibition made summarily on the owner's and banker's application for a fee of £1." There is a great deal in the above that is very specious but will not bear the test of close inquiry and examination, at least in the case of country banks, with which alone I affect to deal, and of which I can speak from personal knowledge; as I do in what follows.

Whether the case be one of simple deposit or of full mortgage, I can carry out the matter in from one half-hour to twenty-four hours, if necessary, and at what the Land Registry Office would call "an almost nominal" fee. A printed form of deed available for deposit, but operating as a mortgage with full powers of sale, &c., is kept at the bank and filled up there without the intervention of the bank solicitor, who merely gets a guinea for reporting on the title. The "regular examination of title" above spoken of would, in nine times out of ten, cost also a guinea or two at the most. If a mortgage for, say £1,000, can be registered at the Land Registry at one-fifth of a guinea, or even two guineas, I should like to see the rule or table in which that figure appears, and should then ask why an "inhibition" should cost £1. It is curious that this "inhibition," in the memorandum so favourably referred to, is in the "general notes" above mentioned spoken of thus: "An inhibition is very rarely resorted to as it is in the nature of an injunction, and would only be issued in very special circumstances." Can the force of official self-contradiction further go?

I am very sorry that this memorandum did not come out before I read my paper at Manchester. It would have afforded a very strong additional count to my indictment of "Officialism." In that paper I said: "It seems quite clear that registered land is practically useless for the ordinary purpose of deposit with bankers, solicitors, or others." The memorandum I have been discussing confirms me in that view, at any rate as regards country cases.

Brighton, November 21.

J. W. HOWLETT.

THE LAND REGISTRY'S PARTHIAN ARROW.

[To the Editor of the Solicitors' Journal.]

Sir,—Don't you think you might add to the attraction of an early issue of your paper by departing from the sober and dignified gait with which you have so long pursued the even tenor of your way in order to give us a comic illustration after the fashion of the *Pall Mall* or *Westminster Gazettes*. Heaven forbid I should suggest those papers to you as models for imitation; but the registrars of the Land Registry forging that Parthian arrow would be a subject for a sketch that should be immortal. Mr. Holt as Vulcan, uncomfortable at and unaccustomed to the work, Mr. Brickdale as Pyramon, *nudus membra*, holding the red-hot iron on which his master is labouring, while the rest of the staff of the registry, in the characters of the "Cyclopes, . . . Brontesque, Steropesque," are working the bellows, tending the fire, and aiding at the production of the dart, in a dark and dismal cave under the Registry:—

*"Fulgores nunc terrificos, sonitumque, metumque
Miscabant operi, flammisque sequacibus iras."*

Surely such a picture would be worth the painting.

The faces would express their difficulties and their anxiety, as the arrow won't come stright, but assumes more and more the shape of a boomerang, a missile likely to damage friend rather than foe.

But, sir, joking apart, it really is amusing to see public officials presume on the ignorance of the public, as the authorities of the Land Registry have done in their recent memorandum. As a matter of fact, among country bankers at all events, the practice as regards loans on deeds is very similar, whether the loan is temporary or more permanent, unless, indeed, it be very large, or there are some complications connected with it. Some large banks have forms which convey the legal estate, with all the consequent powers to the bank as mortgagee, with a printed reconveyance indorsed, which is filled up and sealed when the loan is paid off, the parcels being described as, All the property included in a deed dated, &c. (the conveyance to the borrower).

You have already pointed out how entirely misleading is the statement in the memorandum of the practice in the Land Registry, and no one who has the least knowledge of the subject doubts that under a system of compulsory registration the cost of every loan by a bank must be increased by the fees of the registry and the charges for

attendances to make searches and the like, while the expense of investigating the title would be at least as great, and probably greater, than at present.

In the country these securities are often required as cover for overdrawn accounts, and the bank concurs from time to time in sales of portions of the property charged, the sum due being reduced or other cover provided. Consider the cost of working out such transactions through a registry.

Hereford, Nov. 18.

NEW ORDERS, &c.

ORDER FOR TRANSFER OF ACTIONS.

ORDER OF COURT.

Monday, the 20th day of November, 1893.

Whereas, from the present state of the business before Mr. Justice Chitty, Mr. Justice North, Mr. Justice Stirling, and Mr. Justice Romer respectively, it is expedient that a portion of the causes assigned to Mr. Justice Chitty, Mr. Justice North, and Mr. Justice Stirling should for the purpose only of hearing or of trial be transferred to Mr. Justice Romer; now I, the Right Honourable Farrer, Baron Herschell, Lord High Chancellor of Great Britain, do hereby order that the several causes and matters set forth in the schedules hereto, be accordingly transferred from the said Mr. Justice Chitty, Mr. Justice North, and Mr. Justice Stirling to Mr. Justice Romer, for the purpose only of hearing or of trial, and be marked in the Cause Books accordingly. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

FIRST SCHEDULE.

From Mr. Justice CHITTY.

1893.

Crosby v Temple 1893 C 691 July 18
Salaman v Curteis 1893 S 669 July 21
Eisler v Scottish House to House Electricity Co ld 1893 E 219 July 26
Brewer v Blackmore 1893 B 331 August 3
Minehead District Local Board v Luttrell 1893 M 738 August 4
Arbib v Henry 1893 A 742 August 5
Morris v Andrew 1893 M 1,855 August 12
Moncur v Fox 1893 M 1,082 August 14
Harrison v Fell 1893 H 1,933 October 27
Gardiner v Army and Navy Co-operative Society ld 1893 G 2,023 November 6
Baker v McConnell 1893 B 3,539 November 13
In re Brande, dec, Brande v Biddulph 1893 B 1,929 November 15
Stuart v Grundy 1893 S 2,067 November 16

SECOND SCHEDULE.

From Mr. Justice NORTH.

1893.

Reddish v Green 1892 R 1,661 March 10
J. Tyler & Sons v Sharpe Bros. & Co 1892 J 1,682 June 2
Page v Norfolk 1893 P 1,038 June 6
Tapper v Blunt 1893 T 116 June 8
London Freehold and Leasehold Property Co v Gooch & Cousens 1892 L 3,375 June 16
Same v Same 1893 L 264 June 16
Feast v Robinson & Fisher 1893 F 90 June 20
Globe Permanent Benefit Building Society v Tong 1893 G 732 June 20
London Labourers' Dwelling Society, ld v Hawkrigge 1893 L 598 June 20
Armstrong v Andrew Mellor & Smith 1893 A 233 June 22
Wickett v Hart 1893 W 442 June 26
Re Fowler, Collins v Ellis 1892 F 1,881 June 28
Goldsmith v Yorkshire, &c, Gas Co, ld 1891 G 267 July 4
Lincolnshire Publishing Co, ld v Choice 1893 L 896 July 5
Brooke, Bond, & Co, ld v Shaw 1892 B 4,929 July 10
Thorne—George v Godfrey 1893 T 692 July 10
Briesemann v Lambert 1893 B 734 July 11
Vereker v Gunning 1893 V 297 July 12
Fletcher v G. H. Martin & Co 1893 F 516 July 19
Champ v Mayor of Southend-on-Sea 1892 C 4,080 July 20
Jones v Richard 1892 J 75 July 21
Wenlock v Wenlock 1892 W 3,600 July 22
Bayman v Barwick 1892 B 2,590 July 24
Long v Jay 1893 L 1,329 July 24
Cannings v Soames 1893 C 1,119 July 26
Guardians of Poor of Hunslet Union v Ingram 1893 H 912 July 26
Ricketts v Hill 1893 R 615 July 28

Lloyds' Bank, ld v Birmingham and District Land Co 1893 L 884
 July 29
 Re Palmer King v Ogg 1892 P 2,418 August 1
 Re Lord Balls v Lord 1893 L 221 August 2

THIRD SCHEDULE.

From Mr. Justice STIRLING.
 1893.

Metropolitan House Investment & Agency Co ld v Crane 1893 M
 1,223 June 2
 Danks v Montgomery 1893 D 474 June 14
 Verney v Baker 1893 V 190 June 17
 Wynne v Corporation of West Ham 1892 W 4,024 June 19
 Lowe v Smallman 1891 L 1,404 June 29
 Scrafton v Caustic Soda and Chlorine Syndicate ld 1892 S 3,218
 July 1
 Cowper v Stoneham 1892 C 2,693 July 4
 Marvin v Hewson 1893 M 1,182 July 8
 Finley v Robinson 1893 F 483 July 11
 North British Rubber Co ld v Macintosh & Co ld 1893 N 569
 July 12
 Re Hill Hill v Miles 1892 H 3,622 July 15
 Cuff v King 1892 C 1,835 July 19
 English and American Machinery Co ld v Union Boot and Shoe
 Machine Co ld 1893 E 394 July 20
 Bevan v Briton Ferry Works Reconstruction Co ld 1892 B 2,097
 July 20
 Richardson v Ridge 1893 R 696 July 21
 Guthrie v Preston 1892 G 1,122 July 25
 Evans v Rathbone 1893 E 412 July 26
 Jolly v Bath Bath v Jolly 1893 J 367 July 28
 Minter v Carr 1893 M 947 July 29
 Pledge v Carr 1893 P 821 July 29
 Garner v Blazer Firelighter Co, ld 1893 G 363 July 31
 Mayor, &c, of Birmingham v Foster 1893 B 1,014 August 2
 Re Barrett Webber v Loach 1891 B 990 August 3
 Re Maharajah Mysore Gold Mining Co, ld, and Cos. Acts Adj'd sums
 August 3
 Chatterton v Jackman 1888 C 2,088 August 5
 Slattery v Glover 1893 S 2,209 August 8
 Evans v Jewell 1893 E 414 August 9
 Re Sharpe, Sharpe v Sharpe 1893 S 1,162 August 10
 Midland Railway Co v Cave 1893 M 1,525 August 12
 Wolf v Kent 1893 W 2,228 August 14

HERSCHELL, C.

The transferred actions placed in the order in which they are to be heard:—

Reddish v Green
 J. Tyler & Sons, ld v Sharpe Bros
 & Co
 Metn House Investment and Agency
 Co, ld v Crane
 Page v Norfolk
 Tapper v Blunt
 Danks v Montgomery
 London Freehold and Leasehold
 Property Co v Gooch & Cousens
 Same v Same
 Verney v Baker
 Wynne v Corp'n of West Ham
 Feast v Robinson & Fisher
 Globe Permt Benefit Building Soc v
 Tong
 London Labourers' Dwelling Soc, ld
 v Hawkridge
 Armstrong v Andrew Mellor &
 Smith
 Wickett v Hart
 Re Fowler Collins v Ellis act &
 m f j
 Lowe v Smallman act & m f j
 Scrafton v Caustic Soda & Chlorine
 Syndicate, ld
 Goldsmith v Yorkshire & Lancashire
 Water Gas Co, ld
 Cowper v Stoneham
 Lincolnshire Publishing Co, ld v
 Choise
 Marvin v Hewson
 Brooke, Bond, & Co, ld v Shaw
 Thorne-George v Godfrey
 Briesemann v Lambert
 Finley v Robinson
 Vereker v Gunning
 North British Rubber Co, ld v
 Mackintosh & Co, ld

Re Hill Hill v Miles
 Crosley v Temple
 Fletcher v G. H. Martin & Co
 Cuff v King
 Champ v Mayor of Southend on Sea
 Eng & Amer Machy Co, ld v Union
 Boot & Shoe Machine Co, ld
 Bevan v Briton Ferry Works Re-
 construction Co, ld
 Salaman v Curteis
 Jones v Richard
 Richardson v Ridge
 Wenlock v Wenlock
 Bayman v Barwick
 Long v Jay Not to be treated as
 Trial of Action, by ord 21 July
 Guthrie v Preston
 Eisler v Scottish House to House
 Electricity Co, ld
 Cannings v Soames
 Guardians of Poor of Hunslet Union
 v Ingram
 Evans v Rathbone
 Ricketts v Hill
 Jolly v Bath Bath v Jolly act &
 c c
 Lloyd's Bank, ld v Birmingham
 Dist Land Co, ld
 Minter v Carr
 Pledge v Carr
 Garner v Blazer Firelighter Co, ld
 Re Palmer King v Ogg
 Re Lord Balls v Lord
 Mayor, &c, of Birmingham v Foster
 Brewer v Blackmore
 Re Barrett Webber v Loach
 Re The Maharajah Gold Mining Co,
 ld, & Co's Acts adj'd sums to go
 into Wits Lst, by ord 3 Aug.

Local Bd for Dist of Minehead v
 Luttrell
 Arbib v Henry
 Chatterton v Jackman
 Slattery v Glover
 Evans v Jewell
 Re Sharpe Sharpe v Sharpe
 Morris v Andrew
 Midland Ry Co v Cave

Moncur v Fox
 Wolf v Kent
 Harrison v Fell
 Gardiner v Army & Navy Co-
 operative Soc, ld
 Baker v McConnell
 Re Brande Brande v Biddulph
 Stuart v Grundy

TRANSFER OF ACTIONS.

ORDER OF COURT.

Thursday, the 16th day of November, 1893.

I, Farrer, Baron Herschell, Lord High Chancellor of Great Britain, do hereby transfer the several actions mentioned in the schedule hereto from the Honourable Mr. Justice Chitty, the Honourable Mr. Justice Stirling, and the Honourable Mr. Justice Kekewich respectively, to the Honourable Mr. Justice Vaughan Williams.

SCHEDULE.

Mr. Justice CHITTY.

David Oppenheimer (Plaintiff) v. The African Landed Estates Co., Limited, and another (Defendants). 1893 O. 896

Mr. Justice KEKEWICH.

David Oppenheimer (Plaintiff) v. The African Landed Estates Co., Limited (Defendants). 1893 J. 1,031

Mr. Justice CHITTY.

The Central Loan and Trust Corporation, Limited (Plaintiffs) v. The African Landed Estates Co., Limited (Defendants). 1893 C. 2,433

Mr. Justice STIRLING.

Archibald Coats and others (Plaintiffs) v. The British Mexican Salt Co., Limited, and others (Defendants). 1893 O. 3,693

HERSCHELL, C.

CASES OF THE WEEK.

Court of Appeal.

LONG v. CLARKE AND ANOTHER—No. 1, 16th November.

LANDLORD AND TENANT—DISTRESS FOR RENT—ILLEGAL ENTRY—CLIMBING OVER WALL OF YARD.

Action of trespass in respect of an alleged illegal distress. The defendant Clarke was the landlord of a house in Gower-street, which was let to a tenant, and which had a yard at the back. The rent being in arrear, the landlord employed a bailiff to distrain, and the bailiff got through the next house into the yard, and then climbed over the wall of the yard, which was about five feet high, into the yard of the house in question, and entered the house by an open window and distrained upon certain goods belonging to the plaintiff which were then in the house. The action was tried before Collins, J., without a jury, when it was contended on behalf of the plaintiff that it was illegal for a bailiff, in making a distress, to get over the wall of the yard, and that, therefore, the defendants were liable in trespass. In *Eldridge v. Stacey* (12 W. R. 511, 15 C. B. N. S. 458) the Court of Common Pleas decided, in 1863, that it was not illegal for the bailiff to get over a fence enclosing the back garden of a house in London and so to gain access to the house; and in 1867 Byles, J., at *Nisi Prius*, in *Scott v. Buckley* (16 L. T. N. S. 573), after consulting the judges of the Court of Common Pleas, held that it was illegal to get over the wall enclosing a yard at the back of a house in order to distrain. Collins, J., held that the climbing over the yard wall was not illegal, and gave judgment for the defendant. The plaintiff appealed.

The COURT (LORD ESHER, M.R., and LOPES and KAY, L.JJ.), dismissed the appeal.

LORD ESHER, M.R., said that, in speaking of a landlord's right to distrain in a house, the word house was used in its ordinary and popular meaning, and not in its conveyancing meaning. For instance, no one in ordinary language would call the stable a part of the house. What was the law applicable to a distress for rent? The law gave the landlord a right to do that which, if anybody else did it, would amount to a trespass. If a landlord went into a house to distrain for rent, he did that which in anyone else would be a trespass. In the same way, if a landlord walked across the tenant's land to get to the house he did that which in anyone else would be a trespass. What limitation had the law imposed upon that right of the landlord? The only limitation was that he must not break into the house or other building. If he could get in without breaking, he could go in and distrain without committing a trespass. The ordinary mode of entering a house was by the door. But another obvious way of entering was through an open window. Therefore a landlord could get into a house through an unfastened door or an open window without committing a trespass, as he did not break anything. That law had been applied not only to a house, but also to any other building. If a building was within a curtilage, and the landlord got into the curtilage without breaking, he could not go into the building if he had to break anything to do so. When applying this law the curtilage was no part of the house. Therefore, when a landlord was within the curtilage, he was not within the house. But, apart from any question of the curtilage being or not being part of the house, the bailiff here did not break into the curtilage. He merely got over the wall. There was no difference between that and

getting over the wall of the house into the window, or placing a ladder from outside the yard wall against the house and thus getting into the window. In his opinion the decision in *Eldridge v. Stacey* was perfectly right. The climbing over the wall was not an illegal entry, and the defendants were not guilty of trespass.

LOPES, L.J., concurred. *Eldridge v. Stacey* decided that it was not illegal; in distraining for rent, to climb over a fence and so gain access to a house by an open door. It was impossible to imagine any case more similar to this than that case. That case was decided in 1863 by the Court of Common Pleas, consisting of Erle, C.J., and Williams, Byles, and Keating, JJ., sitting in Banc. Then in 1867, in *Scott v. Buckley*, Byles, J., at Nisi Prius was reported to have held that it was illegal to get over the wall of the yard of the house in order to distrain. Either the learned judge must have been misreported, or some material fact which led to the decision must have been omitted in the report.

KAY, L.J., concurred. If there had been a door in the yard wall, and the bailiff had broken it open, his lordship would have thought that the landlord would have been a trespasser *ab initio* in accordance with the decision in the *Six Carpenters* case (1 Sm. L. C., 9th ed., p. 144). However, it was not necessary to decide that question. Here the bailiff got over the wall. He broke nothing. He found the window open and entered the house by it. The sole question was whether the getting over the wall made the bailiff a trespasser *ab initio*. In *Eldridge v. Stacey* the point decided was identical with the point in this case, substituting the word "wall" for the word "fence." *Scott v. Buckley* came three and a half years afterwards. It was a Nisi Prius case, decided by Byles, J., one of the judges who took part in the decision in *Eldridge v. Stacey*. It was impossible to suppose that Byles, J., intended to decide contrary to the previous case. Therefore they were driven to the conclusion that some fact was omitted from the report which would account for the decision. In his opinion *Eldridge v. Stacey* should be followed rather than *Scott v. Buckley* as reported. The only limitation the law imposed upon a landlord's right to enter a house to distrain was that he must not break open anything, which included lifting a window which was shut. The bailiff here had not committed a trespass any more than if the yard had no wall and he had simply walked into the yard.—COUNSEL, Cababé; Jeff, Q.C., and T. L. Wilkinson; C. C. Scott. SOLICITORS, J. Westcott; Noon & Clarke; Lecky & Dinn.

[Reported by W. F. HARRY, Barrister-at-Law.]

PRESS v. BOWES & PARTNERS (LIM.).—No. 2, 13th November.

CONTRACT FOR SERVICE—BREACH—MINER WRONGFULLY ABSENTING HIMSELF FROM SERVICE—REFUSAL TO GO DOWN MINE WITH NON-UNIONISTS—PRECONCERTED ACTION—DAMAGES.

This was an appeal from the decision of a divisional court (Day and Lawrence, JJ.) upon a case stated by justices of the peace for the county of Durham for the opinion of the High Court under 20 & 21 Vict. c. 43. The statement in the case was to the effect that at a petty sessions at Lanchester on the 29th of December, 1892, a complaint was heard and determined by the justices under the Employers and Workmen Act, 1875, which was made by Bowes & Partners (Limited), the owners of the Pontop Colliery, against Robert Press, a miner, whereby the owners claimed 15s. damages on the ground that Press, having entered into a contract of service with the owners determinable by fourteen days' notice on either side, had wrongfully absented himself from his employers' service on the 20th, 21st, and 22nd of December, 1892, without having given the required notice. Press made a counter-claim against the owners for 15s. damages, alleging that they had wrongfully refused to allow him to follow his lawful employment on the same three days without having given the required notice. It was agreed on the hearing that the case of Press should bind thirty-two other cases arising out of the same circumstances, and that the damages should be 5s. only on either side. Thomas Bowes, the under-manager of the colliery, gave evidence to the effect that on the 20th of December, 1892, the pit was ready for work, that Press was employed in the foreshift, which went down the pit at 4 a.m., and was at the pit's mouth, where he himself also was; that the cage was called ready, but no one went in; that after a few seconds a man named Embleton, whom he knew to be a non-unionist, went into the cage, which would hold eight, and although he requested the unionists to go down in the cage they all refused, on the ground that they would not get into the cage with non-unionists. He then told the banksman to send Embleton down, and he did so. Some of the men came forward to go into the next cage, but he told them they could not go down after they had refused. He had, on the 1st of December, 1892, received from the Miners' Association, Pontop Lodge, the following notice:—"We, the workmen of Pontop, do hereby give you fourteen days' notice that after the expiration of this notice all non-unionists must descend and ascend by themselves." The sub-manager further stated that the men remained at the pit's mouth from 4 a.m. until 10 a.m., and that during that time he would not have allowed any of them to go down. One of the special rules of the colliery provided that "each banksman shall have control of the shaft top and each onsetter of the shaft bottom, and shall not allow any person to descend or ascend without permission from the proper authority. He shall regulate, subject to any directions of the manager or under-manager, the order in which persons shall enter and leave the cage, and see that the authorized number only descend or ascend at one time." The justices, being of opinion that Press absented himself from his employers' service by refusing to descend in the cage as ordered by the under-manager, and that the owners had not determined the contract, ordered Press to pay 5s. damages and costs on the original claim, and dismissed his counter-claim. The question of law was whether the justices were right in holding that on the three days in question Press absented himself from his employers' service by refusing to descend the pit in the

cage which the under-manager thought proper for him to descend in, and whether he was thereby guilty of breach of contract entitling the owners to recover damages as aforesaid, or whether the contract was determined by the owners and Press was entitled to recover damages for the breach thereof. The Divisional Court, on the 31st of May, 1893, affirmed the judgment of the justices. Press appealed. It was admitted that there had been a breach of contract on the part of the appellant, and at the suggestion of their lordships both parties agreed to treat the case as amended, so as to raise the question whether the damages ought to be substantial or merely nominal. For the appellant it was contended that the breach of contract on the part of the men was the natural result of the refusal of the respondents to allow them to go down into the mine, and that the damages were purely nominal; while for the respondents it was submitted that the *onus* was on the men to prove that the masters had failed by reasonable action to mitigate the damages, and that they had not done so, and consequently that they were entitled to substantial damages.

THE COURT (LINDLEY, A. L. SMITH, and DAVEY, L.J.J.) dismissed the appeal.

LINDLEY, L.J., said that the case had arisen out of one of those unfortunate disputes between employers and their workmen, which were so much to be regretted, and from which so many thousands of people were suffering in this country. Of course the question before the court was a purely legal question. The parties had agreed that the court should deal with the matter simply as a breach of contract. The special rules of the colliery empowered the owners to suspend their men as well as to dismiss them. What right had the men to send to the owners the notice of the 1st of December, 1892, to impose it on their masters as a condition of their service? It was no part of their contract, but was in the teeth of their contract, which imposed upon them obedience to certain regulations. They had no right to take such a course. The refusal of the men to go down in the cage was clearly a breach of contract, and their counsel had declined to argue the contrary. The question was whether the subsequent offer of the men to go down in the next cage reduced their breach of contract to one lasting only for a minute or two, and so rendered the damage to the employers merely nominal, or whether the breach was a much more serious and continuing one. It was on that point that the only real difficulty arose. His lordship was of opinion that, having regard to the fact that this was a preconceived course of action on the part of the men, they did for the three days in question refuse to go to their place of work in accordance with the rules and the terms of their contract. They deliberately and persistently refused to work upon the terms to which they had agreed. The damages were therefore substantial. As to the counter-claim, there was no foundation for it, for there had been no breach of contract on the part of the masters.

A. L. SMITH, L.J., concurred.

DAVEY, L.J., also concurred, and said he had felt a difficulty as to the question whether the appellant had absented himself from his employment in such a way as to entitle his employers to substantial damages. It seemed to him at first sight a stretch of language to say that the refusal of a man at four o'clock in the morning to descend in the cage indicated by the banksman, followed by an offer a few seconds afterwards to go down when the cage reappeared, was an absenting himself from his employment which could give rise to substantial damage to the employers. But further consideration of the facts, and the very able argument of the respondents' counsel, had removed that impression. He agreed that the key to the problem they had to answer was that the conduct of the men had been founded on a settled policy and a preconceived course of action agreed upon with the other members of the trade union. There was during the whole of the three days a refusal by the men to work except upon terms which they had no right to impose, and the appellant must be taken to have refused during the whole of that period to work in accordance with the terms of his contract. As the refusal was continuous the point whether the damages should be nominal or substantial did not really arise.—COUNSEL, Tindal Atkinson, Q.C., and Atherton Jones; Robson, Q.C. T. Willis Chitty, and F. Newbolt. SOLICITORS, Crossman & Prichard, for H. Forrest, Durham, and for Cooper & Goodger, Newcastle.

[Reported by W. A. G. Woods, Barrister-at-Law.]

HILL v. WALLASEY LOCAL BOARD.—No. 2, 16th November.

LOCAL GOVERNMENT—WATER SUPPLY—STREET—PRIVATE ROAD—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), ss. 4, 16, 54, 57—WATERWORKS CLAUSES ACT, 1847 (10 & 11 VICT. c. 17), ss. 28, 29.

Appeal by the defendants from the decision of Romer, J., at the trial of the action granting a perpetual injunction to restrain the defendants from breaking up a private road belonging to the plaintiff, and from laying water mains along the same. The question raised by this appeal was whether, by reason of the powers conferred on local authorities by the Public Health Act, 1875, the defendants had power to break up a private road of the plaintiff's and to lay water mains in and under it without the plaintiff's consent. The material sections of the Public Health Act, 1875, were sections 4, 16, 54, and 57. Section 4 defines "street" as including "any highway (not being a turnpike road) and any road, lane, footway, square, court, alley, or passage, whether a thoroughfare or not." By section 54, "Where a local authority supply water within their district they shall have the same powers and be subject to the same restrictions for carrying water mains within or without their district as they have, and are subject to, for carrying sewers within or without their district respectively by the law for the time being in force." By section 16, "Any local authority may carry any sewer through, across, or under any turnpike road, or any street or place, laid out as, or intended for, a street." Section 57 enacts that, "for the purpose of enabling any

local authority to supply water, there shall be incorporated with this Act the following provisions of the Waterworks Clauses Act, 1847," including the provisions in that Act "with respect (where the local authority have not the control of the streets) to the breaking up of streets for the purpose of laying pipes." The sections of the Waterworks Clauses Act, 1847, which relate to the breaking up of streets for the purpose of laying pipes are sections 28-34; by section 28 the undertakers (i.e., the persons by any special Act authorized to construct waterworks), under the superintendence of the persons under whose control or management the street may be, may open and break up any street in their district and lay down pipes for supplying water to the inhabitants of the undertakers' district; and by section 29 it is enacted that "nothing herein contained shall authorize or empower the undertakers to lay down any pipe in any land not dedicated to public use without the consent of the owners or occupiers thereof." The defendants were the urban sanitary authority for the Wallasey district. By a private Act passed in 1858 (21 & 22 Vict. c. lxxiii.) the defendants obtained power to supply the inhabitants of their district with water, and, for the purposes of such supply, the provisions of the Waterworks Clauses Act, 1847, and the Lands Clauses Consolidation Act, 1845, were incorporated with the private Act, and the defendants were to be treated, for the purposes of such supply, as "undertakers" and "promoters of the undertaking" within the meaning of those Acts. By a provisional order made in 1853, and confirmed by the statute 16 Vict. c. 24, the Public Health Act, 1848 (except sections 50-109), and portions of the Towns Police Clauses Act (10 & 11 Vict. c. 89) and of the Towns Improvements Clauses Act (10 & 11 Vict. c. 34) were made applicable to the defendants' district; and by these Acts the defendants acquired the control and management of the public streets within their district. The road in question in the action was (on the hearing of this appeal) admitted to be the private property of the plaintiff, and not a public road; it was, however, situate in the defendants' district. In April, 1892, the defendants, without notice to the plaintiff and without any consent on his part, began to break up and open the southern end of the plaintiff's private road for the purpose of laying down water mains to convey water to the inhabitants of the district from a well which the defendants had sunk on land adjoining the plaintiff's property to a part of the defendants' district lying beyond the plaintiff's property. The plaintiff thereupon brought an action for an injunction against the defendants. Kekewich, J., granted an interlocutory injunction, and the injunction was made perpetual by Romer, J. (to whom the action had been transferred), at the trial. The defendants appealed.

THE COURT (LINDLEY and DAVEY, L.J.J.; A. L. SMITH, L.J., dissenting) allowed the appeal.

LINDLEY, L.J., said that, having regard to the definition of "street" in the Public Health Act, 1875 (section 4), and to the decisions upon that section, the plaintiff's road was, in his opinion, a "street" within the meaning of that Act. Looking merely at sections 16, 54, and 308 (the compensation section) of that Act, those sections would, if there were nothing more in the Act, justify the defendants in laying water mains along the plaintiff's road without his consent, but on the terms of making him compensation for any damage he might sustain by their so doing. But the plaintiff contended that section 54 was controlled and cut down by section 57, and the case really turned upon this point. That section, it should be observed, was an enabling section, and not a restricting section; and an enabling section—i.e., a section conferring additional powers on those who want them—should not be construed as a disabling section, or as restricting more extensive powers conferred by other sections of the same or any other statute. Moreover, by section 341 the powers conferred on local authorities by the Act in question were expressly declared to be in addition to any other powers they might have. But, under their private Acts and the Acts incorporated therewith, the defendants could lay down water mains in the plaintiff's road with his consent, and they did not require the aid of section 57 of the Public Health Act of 1875 to enable them to exercise the powers therein mentioned. The defendants were in this position. They did not want to invoke section 57, but they wanted the additional powers conferred on them by section 54. The combined effect of the special Acts and of sections 16, 54, 308, and 341 of the Public Health Act, 1875, was, in his lordship's opinion, to empower the defendants to lay water mains along the plaintiff's road, making him all proper compensation for any injury they might do to him. Much of the discussion was addressed to the meaning in section 57 of the words "where the local authority have not the control of the streets." These words appeared to him to have the same meaning as similar words had in those sections of the Waterworks Clauses Act, 1847, which related to the breaking up of streets by public authorities—viz., sections 28 to 34. In those sections the expression "persons having the control of the streets" was apparently used by way of contrast to "owners and occupiers," and the streets referred to as under control were apparently public streets and roads, and not private property over which there was no public right of way. (See the definition of "street" in section 2 of the Waterworks Act, 1847.) If this were so, the defendants were a local authority having control of the streets within the meaning of those words, and the restriction, if any, imposed by section 57 did not apply to them. The restrictions placed by that section on those local authorities, if any, who fell within section 54 but had not control of the streets, could not, in his opinion, apply to the defendants, who were a local authority having control of the streets. Were it not for the compensation clause (section 308) the construction which he was now putting on the Public Health Act, 1875, would lead to great injustice, and this circumstance would afford a strong argument against such construction. But, having regard to the compensation clause, no injustice was done to the plaintiff, and no reason based on injustice could be urged in favour of the construction contended for by him.

DAVEY, L.J., concurred with Lindley, L.J.

A. L. SMITH, L.J. (who dissented), said that, having regard to section

4 of the Public Health Act, 1875, and the cases of *Taylor v. Corporation of Oldham* (4 Ch. D., at p. 408) and *Midland Railway Co. v. Watton* (17 Q. B. D., at p. 30), it appeared to him that the land belonging to the plaintiff through which the local board proposed to carry the water mains was a "street" within the meaning of the Act of 1875, and that if it were not for section 57 of that Act the board could do what it proposed without the consent of the plaintiff. The real question was, What was the true reading of the words in section 57, "where the local authority have not the control of the streets"? They could only mean one of two things—either where the local authority have not the control of the streets in their district generally, or where the local authority have not the control of the street about to be taken up. If it meant the first, as the appellants contended, what was the local authority pointed at, which had not the control of the streets in their district generally? It could not be an urban sanitary authority, for they had the control of all streets in their district which were highways repairable by the inhabitants at large (section 149). They were, therefore, not a local authority, which had not the control of the streets generally. Nor could it, in his lordship's judgment, be a rural sanitary authority. Section 54 of the Act of 1875, which was the section dealing with the laying down of water-pipes, applied equally to rural and urban sanitary authorities, for section 4 enacted that if not inconsistent with the context the expression "local authority," which was that used in section 54, meant urban and rural sanitary authorities, and there was no context to the contrary. Moreover, why should a rural sanitary authority be unable to lay down water-pipes on private land without the consent of the owner if an urban sanitary authority, as the appellants contended, could do so? No answer was given to this, nor could any be given, for there was no warrant for saying that a rural sanitary authority was in a different position to that of an urban sanitary authority when they desired to lay down water-pipes. This difficulty faced the appellants upon their construction of section 57, and it certainly seemed that they had been unable to surmount it, not being able to point to a single local authority to which the words in section 57 could be held to apply if the section be read as they read it. If, however, the other reading were correct, which was the respondent's reading—viz., "Where the local authority have not the control of the streets about to be broken up" no difficulty arose. Both urban and rural sanitary authorities, which were the two authorities mentioned in section 54, which was the section dealing with laying water-pipes, would be included, and everything would run smoothly. The incorporated sections of the Waterworks Clauses Act, 1847, dealt with those streets proposed to be broken up, and not with streets in general, in a district, and in these circumstances his lordship asked, Why were not the incorporated sections still to apply? The urban or rural sanitary authority, not having the control of the streets about to be broken up, were in the same position as any other undertakers proposing to lay down water-pipes who had no control over the *locus in quo*, and consequently before they broke up such streets they should give to the person under whose control and management those streets were the notice provided by the incorporated sections, and also, as they had no control over them, they should obtain the consent of the owners and occupiers. It would be noticed that the Wallasey Local Board, under their private Act of 1858, were entitled to payment for the water they supplied. In his lordship's judgment, it was only when a local authority, be it rural or urban, had the control of the street about to be broken up that the incorporated sections which applied to the "breaking up of streets" could be dispensed with. This reading of section 57, which, in his opinion, was the correct one, avoided all difficulties, and seemed to be eminently reasonable. It did not appear to his lordship that the compensation section in the Act of 1875, s. 308, afforded any real clue to the construction of section 57. The local authority had or had not the power to enter upon private property undedicated to public use, to lay water-pipes without the consent of the owners and occupiers. It was true that it would be most unreasonable if they could do so without making compensation, but still the question remained, Did the Act empower them to do so? In his lordship's judgment it did not, and for these reasons he came to the conclusion that the judgment appealed from should be affirmed.—COUNSEL, *Counsel*, Hardy, Q.C., and W. M. Cann; *Neville*, Q.C., and W. D. MacCubbin, Solicitors, Frith Needham, for W. Denger, Egremont; Brook, Freeman, & Bailey, for Wright, Becket, & Co., Liverpool.

[Reported by M. J. BLAKE, Barrister-at-Law.]

High Court—Chancery Division.

Re BIGNOLD, BIGNOLD v. BIGNOLD—Chitty, J., 15th November.

WILL—CONSTRUCTION—RESIDUE—REQUEST OF SHARE OF RESIDUE—CODICIL REVOKING REQUEST AND DIRECTING IT TO "LAPSE INTO AND BECOME PART OF" GENERAL RESIDUE AND "BE DIVISIBLE AS PART THEREOF."

This was an originating summons which raised (*inter alia*) the question of the effect of the recent decision of the Court of Appeal in *Re Palmer* (37 SOLICITORS' JOURNAL, 701, W. N., 1893, p. 150), on the authority of *Humble v. Shore* (7 Ha. 247 and 1 H. & M., at p. 550). In this case the testator by his will, dated in 1871, gave his real and personal estate to trustees upon trust to sell, and, after making the payments therein mentioned out of the moneys so arising, to divide all the surplus thereof into nine equal shares, and to pay one such share to his daughter, Emma. By a codicil, dated in 1875, the testator revoked the bequest of this one-ninth share, and directed his trustees to stand possessed thereof upon trust to apply the income for the maintenance of Emma, and after her decease to permit the corpus and all accumulations in respect thereof to lapse into

and become part of his general residuary estate, and be divisible as part thereof accordingly, and in all other respects he confirmed his will and previous codicils. In December, 1892, Emma died, and the question was whether her share fell into residue under the codicil of 1875, and, if that were so, on what principle it was to be divided among the other residuary legatees. It was contended that *Humble v. Shore* was not overruled by *Re Palmer*, and was right, and consequently there was an intestacy as to the share, and 1 Jarman, 5th ed., p. 719, was referred to. On the other side, *Re Owen* (36 SOLICITORS' JOURNAL, 539), *Holgate v. Jennings* (37 SOLICITORS' JOURNAL, 303), and *Re Palmer* were relied on.

CHITTY, J., said that he was rejoiced to find that he was free: *Re Palmer*. The Court of Appeal considered *Humble v. Shore* in *Re Palmer*, where the testator, after bequeathing a share of residue by his will, by codicil restricted this gift to a life interest in the share, and declared that after the life dropped the share should fall into and form part of his residuary estate. The court was told that the Vice-Chancellor and Lord Chancellor in *Humble v. Shore* had laid down a rule of law which must be followed at all costs, but refused to hold that there was an intestacy as to the share. His lordship had often had the question before him, but it used to be said that he was bound hand and foot. It was unnecessary to repeat what he had said before; but he was not acting on any general rule of law or construction. The old arguments had been repeated. His lordship thought that the words in the will were sufficient to shew what the testator meant, and that was that one-ninth share ceased to exist for the purposes of the will. He did not think it very important to decide whether what he called the mathematical principle (i.e., that of interpreting the will quite literally and dividing and subdividing the share over and over again) applied, or a new division ought to be made once for all. [It was agreed by counsel to adopt the latter principle, and that the shares should be treated as eighths instead of ninths.]—COUNSEL, Latham, Q.C., and MacSweeney; Leelet, Q.C., and Mickleth; Farwell, Q.C., and Stokes; Hadley; Byrne, Q.C., and Dibdin. SOLICITORS, Wood, Bird, & Wood, for F. Renard, Peckham; A. S. G. Doyle; Eldred & Bignold; Oldman, Claburn, & Co., for Wilson & Gilbert, Norwich.

[Reported by J. F. WALEY, Barrister-at-Law.]

Re KLOOM, LAYBORN v. GROVES WRIGHT—Chitty, J., 22nd November.

MARRIED WOMAN—REVERSIONARY PERSONALTY—"ENTITLED UNDER INSTRUMENT MADE AFTER 31st DECEMBER, 1857"—WILL MADE BEFORE, CODICIL MADE AFTER THAT DATE—MALINS'S ACT (20 & 21 VICT. c. 57), s. 1.

By will made before the 31st of December, 1857, the day before Malins's Act (enabling a married woman to dispose of reversionary personalty to which she shall be entitled under any instrument made after that date) came into operation, a testatrix bequeathed her residuary personal estate, after payment of the legacies thereinbefore bequeathed, or which she might bequeath by any codicil, upon trusts under which Mrs. Hamilton took a reversionary interest. By a codicil made after the 31st of December, 1857, and expressed to be a codicil to her will though not in terms confirming it, the testatrix gave some additional pecuniary legacies. Mrs. Hamilton having purported to dispose of her above reversionary interest by deed properly executed and acknowledged under Malins's Act, the question arose whether she was bound by such disposition. Counsel in support of the deed contended that the will and codicil were one instrument, constituting a testamentary disposition completed at the date of the codicil: *Levage v. Goodban* (1 P. & M., at p. 62). Counsel for Mrs. Hamilton contended that a will treated as an instrument did not include a codicil, though a will treated as a testament did.

CHITTY, J., said that the word instrument meant the particular instrument under which the married woman was entitled, and not the set of instruments which made up the will. Mrs. Hamilton was entitled under the will to the reversionary interest subject to diminution by the codicillary legacies, the will itself as a separate document being made before the date mentioned in the Act. The Act treated the date at which the testatrix's dispositions came into operation by her death as immaterial. His lordship took the words in their ordinary and natural sense, and thought they referred to the particular instrument containing the gift, which in this case was the will, and that this instrument was made, within the meaning of the Act, at the time when it was duly executed and attested as required by law. Expressions such as "a codicil is part of a will, republishes a will," and the like must be considered with reference to the particular cases in which they were employed. In *Rolfe v. Perry* (3 De G. J. & S. 481) the meaning of the words "will, deed, or document already made or to be made before the 1st of January, 1855," in section 1 of Locke King's Act (17 & 18 VICT. c. 113) was discussed. In that case there were two wills, one made before and the other after the said date, and Lord Westbury held that the words "already made" referred to the actual making of the first will, and declined to apply any doctrine of republication by the second will. The decision was on a different Act, in which the words were somewhat different, but it had a close application to the present case, and it at least shewed that the word "will" in an Act of Parliament might be properly construed as referring to the particular instrument. For these reasons the acknowledged deed was not within the Act, and Mrs. Hamilton was not bound by it.—COUNSEL, Vaughan Hawkins; Byrne, Q.C., and Hull. SOLICITORS, George Brown, Son, & Varley; W. J. Fraser.

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

Re ROBERT FISHER (Deceased)—Chitty, J., 18th November.

PRACTICE—COSTS—JURISDICTION—SUBJECT TO THE EXPRESS PROVISIONS OF ANY STATUTE—JUDICATURE ACT, 1890 (53 & 54 VICT. c. 44), s. 5—R. S. C., LXV., 1.

Petition for payment of money out of court to the trustees of the will of

the above-named Robert Fisher, deceased, in whom a subsisting trust for sale was vested. The petition was entitled under the 57 Geo. 3, c. 29, the City of London Sewers Act, 1848, and the Settled Land Acts, 1882 to 1890. The money had been paid into court by the Commissioners of Sewers under the 57 Geo. 3, c. 29, and the only point calling for report was whether the Commissioners must bear the costs of payment out, the last-mentioned Act only providing for the costs of reinvestment in land, payment out to trustees not then being in the contemplation of the Legislature. Counsel for the petitioners relied on the Judicature Act, 1890, s. 5: "Subject to the Supreme Court of Judicature Acts and the rules of court made thereunder, and to the express provisions of any statute, whether passed before or after the commencement of this Act, the costs of and incident to all proceedings in the Supreme Court, including the administration of estates and trusts, shall be in the discretion of the court or judge, and the court or judge shall have full power to determine by whom and to what extent such costs are to be paid": *London County Council v. Overseers of West Ham* (40 W. R. 662; 1892, 2 Q. B. 173). Counsel for the Commissioners contended that the section was a mere re-enactment of ord. 65, r. 1, and gave no new jurisdiction: *Re Mills* (35 W. R. 65, 34 Ch. D. 24).

CHITTY, J., said it was clear to him that the section did confer a new jurisdiction. It was contended that the jurisdiction was limited by reference to ord. 65, r. 1, but his lordship was unable to follow that argument. The section did not repeat the provisions of ord. 65, r. 1. If, as was argued, it was only intended to give discretion where a discretion already existed, why were the concluding words, "and the court or judge," &c., added? "Such costs" meant "the costs of and incident to all proceedings." Now, there was a particular exception—viz., "subject to the express provisions of any statute." There was no express provision in the Sewers Act, and the exception did not apply to an implied provision, if any. The result was that the court had jurisdiction. As to the manner in which the court should exercise its discretion in the particular case, his lordship observed that the petitioners had saved the commissioners considerable expense by not asking for reinvestment, and he should therefore exercise his discretion in favour of the petitioners.—COUNSEL, R. Turnour Murray; John Henderson. SOLICITORS, Paddison, Fullilove, Cummins, & de la Chapelle; Baylis.

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

Re TYSSSEN, KNIGHT BRUCE v. BUTTERWORTH—North, J., 10th November.

POWER OF APPOINTMENT—INTERVENTION OF TRUSTEES.

Under a marriage settlement, made in 1843, certain funds were vested in trustees in trust to pay the income thereof to the intended husband for life, and after his decease in trust for the intended wife for life, and after the decease of the survivor of them in trust for all and every or such one of the children of the intended marriage who, being sons, should attain twenty-one, or, being daughters, should attain twenty-one or marry, in such shares and in such manner as the said intended husband and wife should by deed jointly appoint, with remainders over. The marriage took place, and there were issue six children, all of whom attained twenty-one. By a deed executed on the 20th of May, 1875, the said husband and wife jointly appointed that the trustees of their marriage settlement should stand possessed of two-sixths of the trust funds in trust, after the death of the survivor of them, for Mrs. Butterworth (one of the children of the said marriage), her executors and administrators, for her separate use. And it was declared that the said appointment was made to Mrs. Butterworth as to one-sixth upon the trusts therein mentioned, but as to the other sixth upon trust to pay the income thereof as therein set out to Mrs. Fletcher (another of the children of the marriage). The husband died in September, 1875, and the wife in 1892. This was an originating summons by the trustees of the marriage settlement to have it determined (*inter alia*) whether the one-sixth of the trust funds appointed in trust to Mrs. Butterworth in trust for Mrs. Fletcher ought to be transferred by the trustees to Mrs. Butterworth, as trustee under the appointment, or ought to be retained by them.

NORTH, J.—In my opinion, having regard to what was said by the Court of Appeal in *Scotney v. Lomer* (34 W. R. 407, 31 Ch. D. 186), I must follow *Busk v. Aldam* (23 W. R. 21, L. R. 19 Eq. 16) if that case applies to this, and I think it clearly does apply. The sixth part, therefore, appointed to Mrs. Butterworth in trust for Mrs. Fletcher ought not to be transferred to Mrs. Butterworth, but ought to be retained by the trustees of the marriage settlement.—COUNSEL, Cosens-Hardy, Q.C.; Paul; C. E. Jenkins. SOLICITORS, Wilde, Berger, & Moore; Brooks, Jenkins, & Co.

[Reported by C. F. DUNCAN, Barrister-at-Law.]

Re LOFTUS' TRADE-MARK—North, J., 17th November.

TRADE-MARK—ADDED MATTER—CALCULATED TO DECEIVE—PATENTS, DESIGNS, AND TRADE-MARKS ACTS, 1883, ss. 64, 72; 1888, s. 10.

This was an appeal to the Board of Trade to reverse the decision of the Comptroller-General of Patents and Trade-Marks refusing to register a trade-mark, and referred to the court by the Board of Trade. In 1887 Mr. Loftus applied through his agent for registration of a trade-mark in respect of whiskey bearing on it the words "unco guid." This application was accepted by the comptroller, and a copy of the trade-mark appeared in the official *Trade-Mark Journal*. Owing, however, to the neglect of his agent, the trade-mark did not actually proceed to registration. In 1893 Mr. Loftus, having discovered his agent's neglect, made a second application to register the same mark. The application stated that the essential particular of the trade-mark was a combination of devices, and disclaimed any right to the exclusive use of the added matter (including the words

"unco guid"). The comptroller referred Mr. Loftus to a trade-mark registered in 1889 in respect of whiskey, and also bearing the words "unco guid," which had been disclaimed, although in every other respect totally unlike Mr. Loftus' mark, and refused the application under the Patents, Designs, and Trade-Marks Act, 1883, s. 72, sub-section 3, which provides that "the comptroller shall not register with respect to the same goods or description of goods a trade-mark so nearly resembling a trade-mark already on the register as to be calculated to deceive."

NORTH, J.—I am reluctant to differ with the comptroller in the exercise of his discretion. Still, the matter is referred to me, and I must give my decision, and in my opinion the applicant's trade-mark ought to be registered. The facts of this case, the former application and the slip whereby registration was not effected, are conclusive to shew the *bona fides* of the applicant. Now these two marks are very different in form, colour, and design. They only resemble one another to this extent, that both relate to whiskey and both bear the words "unco guid." If those words were not there no one could suppose there was any such resemblance as would be calculated to deceive. The question therefore remains whether those words are calculated to deceive. Now, they are disclaimed by both parties, and that is clearly so because they both consider they have no monopoly in them. And although I admit they might be so used in combination with other things as to be calculated to deceive, yet I do not see how this use of what is admittedly common property can mislead. It is true no injunction could be obtained against the use of these disclaimed words, still the comptroller has a higher duty to perform, and he ought rightly to consider before he allows registration whether or not they are calculated to deceive. In this, however, I disagree with his decision, and am of opinion that the applicant's trade-mark ought to be registered.—COUNSEL, *Israel Davis; Ingle Joyce*. SOLICITORS, *Hales, Trustram, & Co.; Solicitor to the Board of Trade*.

[Reported by C. F. DUNCAN, Barrister-at-Law.]

HEATHFIELD v. GREENWAY—North, J., 16th November.

PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883, s. 29, SUB-SECTION 3—PARTICULARS OF OBJECTIONS.

This action was for an injunction to restrain the defendants from infringing the plaintiff's patent and for damages. The defendants denied the validity of the plaintiff's patent, and in their particulars of objections said the specification of his patent filed by the plaintiff "does not sufficiently describe and ascertain the nature of the alleged invention." This was a summons by the plaintiff asking that the defendants might be ordered to deliver further and better particulars shewing in what respects the specification of the plaintiff's patent was deficient. The Patents, Designs, and Trade-Marks Act, 1883, s. 29, sub-section 3, provides that "if the defendant disputes the validity of the patent, the particulars delivered by him must state on what grounds he disputes it."

NORTH, J.—I think this is within the section. The defendants must state the grounds on which they dispute the validity of the patent. I think, therefore, that the plaintiff is entitled to be told in what respects his specification fails to sufficiently describe the nature of the invention. I must assume this objection is a substantial one, and if that is so, the defendants can state it without injuring themselves. If it is not a substantial one the sooner it is discovered to be so the better.—COUNSEL, *Thomas Terrell; Cozens-Hardy, Q.C., and Eve*. SOLICITORS, *Spencer Whitehead, for Milward & Co., Birmingham; Francis & Johnson, for H. Davies, Liverpool*.

[Reported by C. F. DUNCAN, Barrister-at-Law.]

Re BURCHNALL, WALKER v. LACEY—Stirling, J., 21st November.

PRACTICE—MORTGAGE—FORECLOSURE ACTION—MORTGAGOR IN POSSESSION—APPOINTMENT OF RECEIVER—ATTORNEY BY MORTGAGOR AS TENANT—DATE OF COMMENCEMENT OF OCCUPATION RENT.

This was a foreclosure action commenced by originating summons in respect of hereditaments comprised in a certain indenture of mortgage dated the 3rd of July, 1890, and made between Wm. Burchnall, deceased, of the one part, and the Right Hon. Catherine Countess of Beauchamp of the other part. The plaintiffs were creditors claiming under the mortgage, and the defendants were the personal representatives of the deceased and Wm. Burchnall, the devisee in possession subject to the mortgage. A motion was now made by the plaintiffs for the appointment of a certain named gentleman or some other proper person as receiver of the rents and profits of the said mortgaged hereditaments, and that the defendant, W. Burchnall, might be ordered either to attorn tenant to the receiver at a rent to be determined by the court or to deliver up possession of the hereditaments to such receiver. On the hearing possession of the premises was asked for, but it was intimated on behalf of the plaintiffs that they would be willing that the defendant, Mr. Burchnall, should attorn tenant to the receiver provided the occupation rent to be fixed by the court should commence as from the date of the order upon the motion. On behalf of the defendant it was stated that he would consent to the appointment of the receiver and would attorn tenant to him at a reasonable rent.

STIRLING, J., made an order referring it to chambers to appoint a receiver and to fix an occupation rent, and directed that the defendant, Wm. Burchnall, should attorn tenant to the receiver at that rent from the date of the order, or in the alternative that the defendant should deliver up possession to the receiver.—COUNSEL, *Beale, Q.C., and H. Terrell; R. F. Norton*. SOLICITORS, *Mander & Watson; G. Cheesman, for Wm. Gordon Place, Leicester*.

[Reported by W. A. G. WOODS, Barrister-at-Law.]

Winding-up Cases.

Re SCOTT & JACKSON (LIM.)—Vaughan Williams, J., 22nd November.
COMPANY—WINDING UP—TWO PETITIONS—PETITION STANDING OVER—COSTS.

This was a petition which was presented on the 10th of October, 1893, and answered for the 25th of October, for the compulsory winding up of the above-named company. A second petition was presented and answered for the 15th of November. The first petitioner said that the second petitioner had notice of a petition having been presented when he presented the second petition, and he ought to have communicated with the first petitioner before going on with his petition. The first petition had been adjourned for a month by arrangement between the first petitioner and the company on the terms of the order made in *St. Thomas's Dock Co.* (24 W. R. 544, 2 Ch. D. 116)—i.e., that the petition stand over upon the company undertaking not to consent to a winding-up order on another petition, or to wind up voluntarily, and to give the petitioner notice of the presentation of any other petition. In these circumstances the second petitioner asked for his costs.

VAUGHAN WILLIAMS, J., made the usual compulsory order on the first petition, and allowed the second petitioner his costs. His lordship said that it had been arranged that the first petition should stand over on the terms of *St. Thomas's Dock Co.*, and, therefore, it was obviously contemplated that a second petition might be presented. A second petition was presented, and assuming the second petitioner did not know of the first, he had a right to present his petition if he wished to bring matters to an issue. When he presented his petition at the office he knew the first petition had been presented. What course should he pursue? Should he put himself in communication with the first petitioner, or go on without communication? It was not necessary to do that. The first petitioner might be consenting to an adjournment for motives not unfriendly to the company. Under the circumstances he should allow the costs of the second petition. As the same thing might happen again, and he did not wish the costs thrown on the assets of a company to be increased, he would, when allowing a petitioner to stand over on the terms of *St. Thomas's Dock Co.*, ascertain whether the first petitioner would consent to share the costs with a second petitioner.—COUNSEL, *Ashton Cross; E. Ford; Eve*. SOLICITORS, *Speechley, Mansford, Landon, & Rodgers; Pritchard & Sons; Francis & Johnson*.

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

High Court—Queen's Bench Division.

MUSURUS BEY (Executor of Musurus Pacha, Deceased) v. GADBAN AND OTHERS (Executors of Paul Gadban, Deceased)—22nd November.

AMBASSADOR—PRIVILEGE—DURATION OF, AFTER RECALL—STATUTE OF LIMITATIONS—ABSENCE BEYOND SEAS—SERVICE OUT OF JURISDICTION—R. S. C., XI.

This was a special case stated by order of a master which raised (*inter alia*) a question as to the extent of an ambassador's privilege in this country. The action was brought to recover from the defendants certain bonds and money alleged to be part of Musurus Pacha's estate. The defendants delivered a counter-claim in respect of moneys lent to or paid on behalf of Musurus Pacha by Paul Gadban and his partner in business, who was one of the defendants. A question was raised as to whether such a debt, if existing, was the proper subject of a counter-claim in this action, but the consideration of this question was postponed until further facts had been agreed upon by the parties. The present decision was confined to the question whether the debt of Musurus Pacha to Paul Gadban and his partner was barred by the Statute of Limitations, and this involved a question as to the extent of the privilege which Musurus Pacha enjoyed as Turkish ambassador in England. He filed that post from 1856 to the 7th of December, 1885, when, on presentation of his letters of recall, he ceased to be such ambassador, and was succeeded by Rustem Pasha. During the whole of that time he resided in England. He continued to reside in England until the month of February, 1886, when he went to Turkey, and resided there until his death. The liabilities in respect of which the defendants counter-claimed were incurred by Musurus Pacha prior to 1876, and while he was exercising his ambassadorial functions. No proceeding was taken against Musurus Pacha or his executors until the bringing of this counter-claim in the year 1892, more than six years after the 7th of December, 1885, and more than six years after the month of February, 1886. The plaintiffs contended that the counter-claim was barred by the Statute of Limitations, which it was said began to run against the defendants or their testator immediately after the presentation of Musurus Pacha's letters of recall, because his privilege as ambassador ceased then, and he could have been sued at any time between the 7th of December, 1885, and February, 1886, while he was residing in this country; it was also said that he could have been sued by means of an order for service of the writ out of the jurisdiction under order 11 after he had returned to Turkey, and that, therefore, his absence beyond the seas did not prevent the statute from running. For the defendants it was contended that the ambassadorial privilege lasted for a reasonable time after the presentation of letters of recall, and that Musurus Pacha was incapable of being sued up to the time of his departure from England; that during that time a writ of summons issued against him would have been void, and that after he left England he was beyond seas within the meaning of the statute 4 & 5 Anne, c. 16, and there was no obligation upon the defendants or their testator to attempt to sue him. The follow-

ing authorities were cited: *Douglas v. Forrest* (4 Bing. 686), *Vattel's Law of Nations* (Chitty's translation), pp. 488-499, *Flood v. Patterson* (29 Beav. 295), *Taylor v. Best* (14 C. B. 487), *Magdalena Steam Navigation Co. v. Martin* (3 E. & E. 94), 4 & 5 Anne, c. 16, 7 Anne, c. 12, *King v. Walker* (1 Wm. Blackstone, 287), and *Strithorst v. Graeme* (1 Wm. Blackstone, 723).

The judgment of THE COURT (LAWRENCE and WRIGHT, JJ.) was delivered by

WRIGHT, J.—It is not disputed in this case that a general privilege exists to protect an ambassador from being sued. It is, however, said, on the one hand, that it ceases when the ambassador has presented his letters of recall, and on the other that it lasts as long after that date as he reasonably occupies in making his preparations to return home. We think that the authorities which have been cited are enough to support the latter contention, and on principle, apart from authority, we should have come to the same conclusion. I think that *Taylor v. Best* shews that the privilege must be extended beyond the actual tenure of office. The presumption is not rebutted in the present case that two months was a reasonable time to occupy in preparing for departure after the letters of recall had been presented. Then comes the serious question of the application of the Statute of Limitations. The answer to that question depends upon the view we take of the three cases, *Douglas v. Forrest*, *Taylor v. Best*, and *Magdalena Steam Navigation Co. v. Martin*. It is said that although Musurus Pacha could not while he retained his ambassadorial privilege be sued to judgment or execution, yet a writ might have been issued against him, and so the operation of the statute might have been prevented. On this point we think that we ought to follow the decision of Lord Campbell in *The Magdalena Steam Navigation Co. v. Martin*, that the statute of 7 Anne prohibits and makes void the issue of any writ or process, and not merely writs of execution. We also think that the observations of Best, J., in *Douglas v. Forrest* are applicable. It seems to us that while a debtor is in such a position that nothing can be done against his person or his goods no writ can issue. Therefore we think that the statute did not begin to run before the departure of Musurus Pacha from this country. After that time he was beyond the seas until his death, and, therefore, *prima facie* the statute would not run. But it is said that by using the rules of the court it would have been possible to issue a writ for service out of the jurisdiction: order 11; and that this ought to have been done to take the case out of the statute. It would be a serious thing to decide, in the absence of any authority, that order 11 has the effect of nullifying the right which is reserved to plaintiffs by the Act of 4 & 5 Anne where a defendant is beyond the seas, and we must leave it to a higher tribunal to hold that the rules have that effect. We hold, therefore, that this debt was not barred by statute.—COUNSEL, Follard; Lawson Walton, Q.C., and Macdonell. SOLICITORS, Busk & Co.; Austin & Austin.

[Reported by T. R. C. DILL, Barrister-at-Law.]

Bankruptcy Cases.

Re GAETANO SEMENZA, Ex parte TRUSTEE—C. A. No. 1, 17th November.

BANKRUPTCY—PRACTICE—SECURITY FOR COSTS—PROOF BY FOREIGN CREDITOR.

This was an appeal of the trustee in bankruptcy from the refusal of the registrar to order the Banca Tiberina of Rome to give security for costs of a motion before the Chief Judge in Bankruptcy. The estate of Gaetano Semenza was being administered under the Bankruptcy Act, 1869, under a special resolution for liquidation by arrangement. In November, 1873, the Italo-Germanica Bank of Rome (whose assets were subsequently purchased or taken over by the Banca Tiberina of Rome, the respondents in this appeal), sought to prove against the said estate for two sums amounting together to upwards of £10,000. The affidavit in support of the claim was produced at the first meeting of creditors, held on the 8th of January, 1874, and was signed by the chairman as admitted for the purpose of voting. Subsequently notice of rejection of the claim was served on the company in consequence of certain informalities in the affidavit not having been rectified. This notice of rejection was not filed. In 1880 the then trustee of the estate sold the whole of the estate for a composition of 5s. in the pound and two years' interest thereon, to be paid to all the creditors whose proofs of debts were admitted by the trustee. In 1888 the purchaser of the estate died, and shortly after his death the company brought forward their claim and gave notice thereof to his executors, who communicated the same to the present trustee of the debtor's estate. The trustee heard evidence in support of the company's claim, and made an examination of their books, and eventually, in June, 1893, served upon the company notice of the rejection of their proof, which notice was filed. The company gave notice of motion, before Vaughan Williams, J., claiming that their proof should be admitted. The trustee applied to the registrar for an order that the company should give security for the costs of their motion before Vaughan Williams, J. The registrar refused to make the order, and the trustee appealed.

THE COURT (LORD ESHER, M.R., and LOPES and KAY, L.JJ.) dismissed the appeal.

LORD ESHER, M.R., said that by the rules made under the Bankruptcy Act, 1863, there were two stages in bankruptcy proceedings at which security for costs might be ordered. First, on the presentation of the petition, which was the first step in the proceedings, and in that case rule 148 provided (*inter alia*) that a petitioning creditor who was resident abroad might be ordered to give security for costs; and, secondly, after the status of the debtor had been altered, and he had been made a bank-

rupt, security might be ordered under rule 131, but only in the case of appeals in the High Court. These were the only two cases in which the question of giving security for costs had been dealt with under the Act of 1863; no provision had been made for the giving of security during the intermediate time in which the property of the bankrupt was being dealt with. The first step in that matter was the appointment of the trustee, who inquired into the condition of the bankrupt's estate and the number of his creditors. The trustee was not in the position of a judge or a court, because he might himself be one of the creditors, and therefore interested in the matters on which he had to decide; but he had to make certain inquiries and he acted under the supervision of the court. One question which he would have to decide was whether certain other persons were or were not creditors of the bankrupt, and if those persons were dissatisfied with his decision and wanted to have their claims determined by the court, then, for the first time, that question came before the court. Now, a foreign creditor was in this position. The bankruptcy law prevented his bringing an action for his debt, but enacted that it should be decided by the trustee whether or no he was a creditor. It was contended that the foreign creditor could not bring that question before the court without first giving security for costs, but the bringing of that question before the court was not like beginning an action, for the step in bankruptcy proceedings analogous to the commencement of an action was the presentation of the petition. In his opinion the Legislature had advisedly omitted to make any provision for security for costs to be given in this case; but although he did not think that the omission to make any such provision had deprived the court of its jurisdiction to order security, yet it shewed that that jurisdiction ought only to be exercised in extreme cases. To give an exhaustive definition of an extreme case was impossible; but where there appeared to be a fair and reasonable question in dispute, security ought not to be ordered. That was the true meaning of the decision of Cave, J., in *Re Vanderhaeghe, Ex parte Izard* (20 Q. B. D. 146)—viz., that on an appeal by a creditor from the decision of the trustee rejecting his proof, the court had a discretion as to ordering security for costs to be given, but that it should be only ordered in extreme cases. The present case came under the Act of 1869, under which Act it was admitted that the court had a discretion, and in exercising that discretion the court was guided by its consideration of the Act of 1863; and if the discretion of the court ought to be exercised under the Act of 1863 in the manner which had been indicated, then, under the Act of 1869, it should be exercised in the same manner. That was, in fact, what the registrar had done in this case, and the appeal ought, therefore, to be dismissed.

LOPES and KAY, L.JJ., concurred. Appeal dismissed.—COUNSEL, Cohen, Q.C., and Whinney; F. Cooper Willis. SOLICITORS, Lawrence, Waldron, & Webster; Rivington & Sons.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

LAW SOCIETIES.

UNITED LAW SOCIETY.

Monday, Nov. 20.—Mr. A. K. Common in the chair.—Dr. C. Herbert-Smith moved: "That this house approves of the provisions contained in the Employers' Liability Bill, 1893." Mr. Seymour Hubbard opposed, and the following were among the speakers:—Messrs. W. F. Symonds Gilbert, A. W. Marks, B. Hawkins, N. C. Simmer, L. W. Browne, and A. K. Common. Dr. Herbert-Smith then replied, and the motion, on being put, was lost by a majority of three. The discussion was directed chiefly to the "contracting out" clause, upon the merits of which there was a considerable difference of opinion, and the systems now in force in the London and North-Western Railway Co. and Germany respectively were clearly distinguished.

LEGAL NEWS.

APPOINTMENTS.

The Hon. Society of the Inner Temple have appointed Mr. F. A. BOSANQUET, Q.C., and Mr. A. M. CHANNELL, Q.C., members of the Council of Law Reporting, on the retirement of his Honour Judge Meadows White, Q.C., and of his Honour Judge Lumley Smith, Q.C.; and the Hon. Society of the Middle Temple have appointed Mr. A. T. LAWRENCE, on the retirement of Mr. Joseph Brown, Q.C., C.B. Lord Justice Davey will continue to act as chairman of the council.

Mr. C. A. CRIPPS, Q.C., of the Parliamentary bar and the Midland Circuit, has been elected a Bencher of the Honourable Society of the Middle Temple.

Mr. ORWALD, Q.C., Mr. C. J. FLEMING, Q.C., and Mr. S. C. MACASKIE, Mr. C. A. RUSSELL, and Mr. C. M. LUSH, barristers, have been elected Benchers of the Honourable Society of Gray's Inn.

GENERAL.

The death is announced on the 13th of November of Mr. Robert A. Harting, of 24, Lincoln's Inn-fields, solicitor, at the age of forty-four.

At the Maidstone Assizes last week James Barber Edwards, solicitor, charged with fraudulent trusteeship, was sentenced to eight years penal servitude.

The Times says that Mr. F. Hollams, who suffered so severe an injury from a ricochet shot while engaged in shooting, has so far recovered that it is expected he will be able in a few days to appear in the Law Courts.

The treasurer of Lincoln's Inn, Sir Charles Russell, Q.C., M.P., Attorney-General, and the benchers entertained at dinner on the 17th inst., being the grand day in Michaelmas Term, the Prince of Wales, Prince Kitiyakara (of Siam), Mr. Gladstone, Lord Watson, Lord Alcester, Lord Shand, Sir Michael Hicks-Beach, Mr. Balfour, Mr. John Morley, Count Vichit (of Siam), Sir James Paget, Sir Richard Quain, Sir William Broadbent, Sir Arthur Sullivan, Sir Robert S. Ball, Major-General Ellis (Equerry to the Prince of Wales), and Mr. Burne-Jones.

The Calcutta correspondent of the *Times* says that a strong feeling prevails in Madras owing to the refusal of the Secretary of State to sanction the continued employment of a sixth judge in the High Court. It has been suggested that that tribunal might be relieved by increasing the jurisdiction recently created for the City Court. This proposal is extremely distasteful to all classes. The Chamber of Commerce and the Trades Association intend to protest most emphatically against any further interference with the dignity and prerogatives of the High Court.

On Saturday night Mr. Napier Higgins, Q.C., delivered an address on "John Hampden" at the Working Men's College. Mr. Higgins remarked that John Hampden had become so identified with the great ship-money case that many people supposed that his claims on posterity were confined within the limits of that famous struggle. That, however, was a very insufficient estimate of his character and of his noble work. He was one of the first who won for us freedom in civil matters, and, as a result, to a very considerable extent, freedom in religious matters. Moreover, he was one of the first of those who studied and established those constitutional principles which were now so much introduced into our system of government that they had become an example to the world, and were accepted without question or discussion wherever the English people were to be found.

In the House of Commons on Monday Mr. D. B. Jones asked the Chancellor of the Exchequer whether the office of registrar of the district probate registry at Gloucester was now vacant, and whether the opportunity in this and other like cases would be used to consolidate the local offices of the High Court of Justice. The Chancellor of the Exchequer said the office of the district probate registrar at Gloucester is at the disposal of the President of the Probate Division, and he has filled the vacancy. I regret that in this case the President, whose attention was called to the matter, has not thought it right to take the opportunity of consolidating this office with that of the district registrar of the High Court, as suggested by the committee on the Central Office, presided over by the Lord Chief Justice of England. The Lord Chancellor and the Treasury desire that such economy in these appointments should be duly effected, and that power to effect it should be given by legislation.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice CHITTY.	Mr. Justice NORTH.
Monday, Nov.....27	Mr. Beal	Mr. Godfrey	Mr. Jackson
Tuesday.....28	Pugh	Leach	Cloves
Wednesday.....29	Beal	Godfrey	Jackson
Thursday.....30	Pugh	Leach	Cloves
Friday, Dec.....1	Beal	Godfrey	Jackson
Saturday.....2	Pugh	Leach	Cloves
	Mr. Justice STILLING.	Mr. Justice KEENEWICH.	Mr. Justice ROBER.
Monday, Nov.....27	Mr. Carrington	Mr. Rolt	Mr. Ward
Tuesday.....28	Lavie	Farmer	Pemberton
Wednesday.....29	Carrington	Rolt	Ward
Thursday.....30	Lavie	Farmer	Pemberton
Friday, Dec.....1	Carrington	Rolt	Ward
Saturday.....2	Lavie	Farmer	Pemberton

STAMMERERS of all ages, and parents of stammering children should read a book written by a gentleman who cured himself after suffering nearly forty years. Post-free for thirteen stamps from Mr. B. BEASLEY, Brampton-park, Huntingdon, or "Sherwood," Willenden-lane, Brondesbury, London.

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, next the Meteorological Office, Victoria-st., Westminster (Teleb. 1275), who also undertake the Ventilation of Offices, &c. [ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, NOV. 17.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRECONSALL HOTEL, PAVILION, AND PLEASURE GROUNDS CO., LIMITED.—Creditors are required, on or before Dec 21, to send their names and addresses, and particulars of their debts or claims, to Thomas Henry Crane, 211, Lord st., Southampton.

E. C. EMBLON & CO., LIMITED.—Creditors are required, on or before March 31, to send their names and addresses, and particulars of their debts or claims, to Andrew Wallace Barr, Copthall House, Copthall avenue.

J. H. WANNER, LIMITED.—Creditors are required, on or before Dec 13, to send their names and addresses, and particulars of their debts or claims, to Trayton Pagden Child, 42, Poultry. Reader & Co., 7, Ely pl., Holborn, solvers for liquidator.

LAGERMAN TYPOTHETER AND JUSTIFIER CO., LIMITED.—Creditors are required, on or before Nov 27, to send in their names and addresses, and particulars of their debts or claims, to Sidney Herbert Wilby, 4, Arthur st., New Oxford st.

MATTHEW SYNDICATE, LIMITED.—Creditors are required, on or before Nov 27, to send in their names and addresses, and particulars of their debts or claims, to Sidney Herbert Wilby, 4, Arthur st., New Oxford st.

PATENT GLASS GLIDING CO., LIMITED.—Creditors are required, on or before Dec 18, to send in their names and addresses, and particulars of their debts or claims, to Alfred Ernest Jarvis, 3, Guildhall bldgs. Reader & Co., 7, Ely pl., Holborn, solvers for liquidator.

FRIENDLY SOCIETIES DISSOLVED.

CLERKENWELL INDUSTRIAL HOUSE PAINTERS' AND DECORATORS' CO-OPERATIVE SOCIETY, LIMITED, 7, Berkley st., St. John's gate, Clerkenwell. Nov 11

NEWBIGGIN-BY-SEA FISHING BOATS MUTUAL INSURANCE SOCIETY, Newbiggin-by-the-Sea, Northumberland. Nov 11

NORMANTON COMMON WORKING MEN'S CLUB, Pontefract rd., Normanton, York. Nov 11

PROSPERITY LODGE, Order of Druids, Traveller's Rest, Lowton, nr Newton-le-Willows, Lancs. Nov 11

WORKING MEN'S INSTITUTE, 37s, Russell st., New Town, Cambridge. Nov 11

London Gazette.—TUESDAY, NOV. 21.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ACORN RESTAURANT CO., LIMITED.—Creditors are required, on or before Dec 20, to send their names and addresses, and particulars of their debts or claims, to Charles Robinson, Vine Cottage, Woodville rd., South Woodford. Yates, 40, Chancery lane, solvers for liquidator.

INDUSTRIAL SECURITIES INVESTMENT CO., LIMITED.—Creditors are required, on or before Dec 28, to send their names and addresses, and particulars of their debts or claims, to William Brock Kees, 3, Church court, Old Jewry. Ranger & Co., 17, Fenchurch st., solvers for liquidator.

J. INGHAM & CO., LIMITED.—Creditors are required, on or before Nov 30, to send their names and addresses, and particulars of their debts or claims, to J. Merrett Wade, 5, Fenwick st., Liverpool.

MANGROVEFIELD FREIGHT STONE CO., LIMITED.—Creditors are required, on or before Dec 8, to send their names and addresses, and particulars of their debts or claims, to James Jones Edwards, Carlton chbrs, Bristol. Lawrence & Williams, Bristol, solvers for liquidator.

NATIONAL INSURANCE AND GUARANTEE CORPORATION, LIMITED.—Petn for winding up, presented Nov 18, directed to be heard on Nov 29. Walker & Co., 36, Theobald's rd., Gray's inn, solvers for petnrs. Notice of appearing must reach the abovesaid not later than 6 o'clock in the afternoon of Nov 28.

RETIRO (HONDURAS) GOLD CO., LIMITED.—Creditors are required, on or before Dec 8, to send their names and addresses, and particulars of their debts or claims, to W. W. Willis, 78, Lombard st. Mackrell & Ward, 1, Walbrook, solvers for liquidator.

UNION DAIRY CO., LIMITED.—Creditors are required, on or before Jan 1, to send their names and addresses, and particulars of their debts or claims, to William Hawtayne Parish, 1, Cairns rd., New Wandsworth. Badham & Williams, 3, Salter's Hall court, Cannon st., solvers for liquidator.

UNLIMITED IN CHANCERY.

EQUITABLE MORTGAGE CO.—Petn for winding up, presented Nov 16, directed to be heard before Vaughan Williams, J., on Wednesday, Nov 23. Nunn & Popham, 140, Leadenhall st., solvers for petnrs. Notice of appearing must reach the abovesaid not later than 6 o'clock in the afternoon of Nov 23.

RELIANCE MUTUAL LIFE ASSURANCE SOCIETY.—Creditors are required, on or before Dec 30, to send their names and addresses, and particulars of their debts or claims, to James Christie Traill and William Ward Duffield, 71, King William st.

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, NOV. 7.

ARKLES, FRANCES ELIZABETH, Bernam, co Perth, Dealer in Fancy Goods Nov 25 Alder

BAKER, THOMAS, Wellington, Somerset, Gent Dec 1 Easton, Taunton

BARTHEM, ROBERT, Aylsham, Norfolk, Builder Dec 31 Forster, Aylsham

BOWLEY, REV CHARLES EDWARD, Southend, Essex Dec 1 Pevcock & Goddard, South

BUTT, MART, Musbury, Devon Dec 15 Friend & Beal, Exeter

CHADWICK, JAMES, Hints Hall, nr Tamworth, and Manchester, Esq Dec 30 Orford &

Sons, Manchester

CLIFTON, ABEL GEORGE, Plymouth Dec 4 Snow & Co, Gt St Thomas Apostle

COLEMAN, JAMES SHERARD, Leicester, Gent January 30 Berridge & Sons, Leicester

CULLERWE, BAYLIE HENRY, Hove, Sussex, Gent Dec 25 Fraser & Christian, Finsbury

circus

DOUGLAS, MARY BEVOR, Southsea Dec 4 Murray, Clement's inn, Strand

ELLIS, HENRY, Sharlston, Yorks, Farmer Dec 31 Harrison & Co, Wakefield

ETTON, MARIA, Colville gdns, Bayswater Dec 2 Cronin & Co, Southampton st, Blooms-

bury

FOLKARD, HENRY WILLIAM, St John's rd, Clapham junction, Tobacconist Dec 5 Law &

Wootman, Holborn Viaduct

HACKET, CHARLOTTE SARAH, Leamington Priors Dec 14 Holbeche & Addenbrooke, Sutton

Coldfield

HOLDER, HYLIA ASHTON, Edgbaston, Gent Dec 2 Holden, Lincoln's inn fields

HOPKINS, JAMES, Leighton Bussard, Beds, Butcher Dec 14 Newton & Co, Leighton

Bussard

JOHNSON, EDWIN, Mitcham, Surrey, Gent Dec 16 Fleming, Trinity sq, Southwark

LAVINGTON, ANNE, Devizes, Wilts Dec 20 Meek & Co, Devizes

LEWIS, JAMES WATKIN, Stroud, Glos, Draper Dec 9 Winterbotham & Sons, Stroud

MANNING, JOSEPH, Herne Bay, Kent, Corn Merchant Dec 11 Harston, Bishopsgate st,

Within

MILBURN, MARGARET, Longbank, Loughoughton, Northumbld Nov 25 Percy, Alnwick

MOSLEY, THOMAS, Cubley Brook, co Derby, Farmer Dec 1 Cooper & Co, Uttoxeter

PARKER, FRANCIS, Gt Queen st, Solicitor Jan 1 Taaker, Gt Queen st

PUNCHER, WILLIAM, Wansbeck rd, Victoria pk, Beer Retailer Dec 5 Law & Wootman,

Holborn Viaduct

RICE, THOMAS ROBINSON, Northampton, Gent Dec 9 Hensman & Son, Northampton

ROBINSON, ELIZA, Southport Dec 31 Harrison & Co, Wakefield

ROE, JOSEPH, Scraptoft, Leics, Farmer Dec 22 Ouston & Co, Leicester

SAWYER, JOHN, Colden Common, nr Winchester, Ship's Steward Nov 30 Dowling, Win-

chester

SHAW, THOMAS, Wimbarnleigh, Iares, Farmer Dec 16 Saal, Lancaster

SHORE, THOMAS, Rochdale, Gent Dec 16 Briery & Hudson, Rochdale

SLATER, EDGAR ALORKEOR, Astley Bridge, nr Bolton, Cotton Spinner Dec 30 Greet-

hugh & Cannon, Bolton

SMITH, GEORGE, Kingston on Thames, Hardwareman Dec 16 Hubbard & Co, Cannon

street

SMITH, JULIA, Fareham, co Southampton Dec 6 Keeping & Glog, Lombard st

STEVENSON, MARGARET JANE, Ladbroke grove Dec 1 Parker & Co, Cornhill

TODD, MARGARET, Aylestone Hill, nr Hereford Dec 18 F & H Corbett, Worcester
 VAUGHAN, ANNIE TERESA KATHLEEN, Radpole, Weymouth Dec 23 Pritchard & Co, Little Trinity lane
 WILLIAMSON, ELIZABETH MARY, Bath Jan 19 Chubb, Malmesbury
 WINCH, FRANCIS, High st, Peckham, Butcher Dec 6 Holland, Knightbridge st

London Gazette.—FRIDAY, NOV. 10.

ADAIR, ELIZABETH, Wyndham pl, Spinster Dec 30 Martin & Co, Dublin
 ASHTON, ISAAC, Castleton, Builder Dec 25 Bennett & Co, Chapel en le Frith
 BADDELEY, JAMES, Rushton James, Stafford, Farmer Dec 14 B Heaton & Son, Burslem
 BAIRD, REV JAMES, Southgate, Clerk Dec 20 Hubbard & Co, Cannon st
 BEIN, HERMAN JOSEPH, Stoke Newington, Publican Dec 25 Barfield & Barfield, Finsbury
 BIRD, ELIZABETH MARY SWYMER, Clevedon, Somerset, Widow Dec 21 Frederic Wood, Winton
 BRYANT, EDWARD PINCKARD, St Leonards on Sea, retired Lieutenant Colonel Dec 9 Leonard & Pilditch, New Broad st
 CORBOLD, REV ROBERT HENRY, Rector of Ross, Hereford Dec 7 J A Burt, Ross
 COWDERY, ANN, Bratton, nr Westbury Jan 10 Smith & Son, Andover
 CRAW, WILLIAM, Kumbun, N W P, India Nov 21 Napoleon & Co, Gracechurch st
 DALLINORE, HELEN, Sindlesham, Bucks Dec 1 Cooke & Cooper, Wokingham
 DAVIES, WALTER LLEWELLYN, Carnarvon, Gent Dec 15 Chas H Rees, Carnarvon
 DRAFER, WALTER YATES, Kensington, Fruit Broker Dec 21 Harries & Co, Coleman st
 DUFFIELD, HENRY THOMAS, East Finchley, Carman Dec 19 Moodie & Mills, Basinghall st
 FREEMAN, RICHARD, Islington, Gent Dec 30 Jaques & Co, Ely pl
 HAQUE, SAMUEL, Mexborough, Innkeeper Dec 23 Oxley & Coward, Rotherham
 HATHERELL, GEORGE, Bedminster, Commercial Traveller Dec 21 Osborne & Co, Bristol
 HOLBROOK, THOMAS, Manchester, Gent Dec 16 Hall & Co, Manchester
 HOLLOWAY, JAMES, Blidworth, Nottingham, Farmer Dec 15 J E Alcock, Mansfield
 HOWE, GEORGE, Sheffield, Brewer Dec 8 Frank Westwood, Bradford
 HOWELL, SARAH, Llangendearne, Carmarthen, Widow Dec 1 Rowland Browne, Carmarthen
 JOHNSON, ISAAC, Delamere, Chester, Stone Merchant Dec 31 A & J E Fletcher, Northwich
 JONES, MARY ELIZABETH, Mold, Widow Dec 8 Hugh G Roberts, Mold
 LOVETT, ELIZABETH RICHARDS, Dawlish, Devon Dec 20 Henry M James, Exeter
 MILBURN, MARGARET, Longhoughton, Northumberland, Widow Nov 25 Chas Percy, Alnwick
 MORRIS, HENRY, Devizes, Innkeeper Dec 30 Meek & Co, Devizes
 OAKLEY, BENJAMIN, Penistone, Mill Furnaceman Dec 1 Creswell & Roberts, Dudley
 PHILLIPS, ISAAC, Newport, Clothier Dec 6 Francis & Co, Newport, Mon
 POLLARD, DILLON GUSTAVUS, Bath, Major General Dec 30 Adam & Thring, Bath
 POLLITT, OTTO WILHELM, Hamburg Dec 9 Crusmann & Rouse, Philpot lane
 PROCTOR, WILLIAM, Edlesborough, Buckingham, Farmer Dec 14 Newton & Co, Leighton Buzzard
 RAILTON, JAMES JOHN, Inner Temple Dec 31 Ridley, Newcastle upon Tyne
 READ, JOHN, Exeter, Wine Merchant Dec 18 Stamp & Co, Honiton
 READER, JAMES, Milton next Gravesend, Gardener Dec 18 Tolhurst & Co, Gravesend
 REDMAN, ELIZABETH, Birmingham, Widow Dec 26 Chris Brady, Birmingham
 REID, HARRIETTE ELIZABETH, Norwich, Widow Nov 25 Hinds & Son, Goudhurst
 ROWLAND, ELIZA ELEANOR, Argued Tregaron, Cardigan, Spinster Dec 11 Roberts & Evans, Aberystwith
 SAMPOSE, GEORGE, Liversedge, Gent Dec 10 Thos Mitcheson, Heckmondwike
 SMITH, JOHN, Sedgebottom, Worcester, Gent Jan 1 Byrch & Cox, Evesham
 SMYTH, HENRY, Bishopgate st, Timber Merchant Dec 8 Horsley & Weightman, Basinghall st
 SPENDER, THOMAS, Bath, Gent Dec 11 Gill & Bush, Bath
 STAGO, SUSAN, Moorlinch, Somerset Nov 20 Chapman & Co, Bridgwater
 STEALEY, MARY, Pentre Halkyn, Flint Dec 5 Richard Bromley, Holywell
 SWAIN, GEORGE, Liverpool, Brassfounder Dec 30 Masters & Rogers, Liverpool
 WALKER, KATHERINE ROBERTSON, Giltgatten, Cumberland, Widow Dec 1 Brockbank & Co, Whitehaven
 WALWYN, LAURA ELIZABETH, Clifton Dec 25 Burch & Son, Exeter

WETENSHALL, HENRY HORATIO, 4, Cophall bldgs Dec 20 H Clifford Gosnell & Tierney, Finsbury pavement
 WHEATLEY, JAMES, Leeds, Confectioner Dec 11 Joseph Scott, Leeds
 WHITE, SIR ARNOLD WILLIAM, Streatham, Knight Dec 11 Henry A White, Gt Marlborough st
 WILLIAMS, SARAH, Leicester, Spinster Dec 23 W Maurice Williams, Leicester
 WOOD, CAROLINE ELIZABETH, Scarborough Dec 1 Stamford & Metcalfe, Bradford

London Gazette.—TUESDAY, NOV. 14.

ABBOTT, MARGARET, Lancaster, Spinster Nov 27 Sharp & Son, Lancaster
 ASQUITH, WILLIAM CHARLES, Colne, Lancs, Gent Dec 30 Holmes & Holmes, Burnley
 B: BROW, MARY ANN, Peckham, Widow Dec 1 J Wicking Neal, Lime st
 BATLEY, GEORGE LEWIS, Huddersfield, Solicitor Dec 14 Brook & Co, Chancery lane
 BENDOUGH, JOSEPH, Llandewi Rhyderch, Mon, Clerk in Holy Orders Dec 30 Brittan & Co, Bristol
 BERRY, MARY, Farnham, Chester, Widow Dec 1 Edw S Giles, Chester
 BURDER, ROBERT, South Hackney Dec 12 T W Ratcliff & Son, Gt St Helens
 CAHILL, MARY DIANA, Berwick upon Tweed Nov 23 Sandersons & J K Weatherhead, Berwick upon Tweed
 CHAPMAN, CATHERINE HARRIET, St John's Wood, Widow Dec 25 Edward Le Voi, Palmerton bldgs
 CLIFFE, JOSEPH, Whitley Inferior, Chester, Gent Dec 21 A & J E Fletcher, Northwich
 COLGATE, HUGH JOHN, Walbrook, Iron Merchant Nov 25 White & De Buriatte, Holborn Viaduct
 COLLETT, SAMUEL, Bermondsey, Gent Dec 22 Mink & Co, King William st
 DOWDSEWELL, ELIZABETH, Prestbury, Cheltenham Dec 14 Mullings & Co, Cirencester
 ELDRED, EDWIN NORTON, Dorking, Clerk in Holy Orders Nov 29 Hart & Co, Dorking
 FIFTH, ELIZABETH, Doncaster Dec 8 Saunders & Co, Wath upon Dearne
 FOUNTAIN, GEORGE, Chapelthorpe, York, Colliery Proprietor Dec 16 Henry Horsfield Barnsley
 GODFREY, JOSEPH SILVESTER, Gloucester ter Dec 30 Young & Co, St Mildred's st
 GRAY, WILLIAM GEORGE, St Helen's pl, Accountant Dec 24 Tarry & Sherlock, Serjeant's Hall, Fleet st
 GRUFFIN, ELIZA, Birmingham, Grocer Dec 1 Stephen Gateley, Birmingham
 HERBERT, ETHELBERT ALBERT HERBERT, Bromley Dec 19 Robinson & Stannard, Eastcheap
 HIGGS, ALICE MARY PRIESTLEY, North Muskham, Nottingham, Spinster Jan 6 Willers & Son, Holbeach
 HUBBERSTY, ROBERT, Samsbury, Lancaster, Yeoman Dec 9 John Hubberstey, Preston
 HUGHES, MARGARET, Birkenhead Dec 8 G C Rees, Birkenhead
 JEWESSBURY, EMILY GEORGINA, Hove, Brighton, Widow Dec 14 Henry E Barnes, Piccadilly
 JONES, CORNELIUS, Birmingham Dec 9 Edwin Jaques & Son, Birmingham
 LAMBE, JOHN, Shurdington, Glos, Gent Jan 1 E Witchell & Sons, Stroud
 MACHIN, JOSEPH TOWNSEND, Sheffield, Gent Dec 8 Saunders & Co, Wath upon Dearne
 MACHIN, HANNAH, Sheffield, Spinster Dec 8 Saunders & Co, Wath upon Dearne
 MARSDEN, THOMAS, Monk Bretton, Yorks, Paper Manufacturer Dec 16 Henry Horsfield Barnsley
 McKENNA, BERNARD, Manchester, Brewer Dec 31 Earle & Co, Manchester
 PAIR, THOMAS, Southwold, Essex, Horse Dealer Dec 30 E. F. & H. Landon, New Broad st
 PEPPER, MATTHEW, Snaith, Farmer Dec 30 E. & T. Clark, Goole
 ROW, CHESTER, Swanscon, Licensed Victualler Dec 22 Thomas & Co, Swanscon
 SHARLAND, SARAH, Sydenham, Widow Dec 30 Walter P Nevill, Tokenhouse bldgs
 SHARPE, ANNE, South Norwood Dec 15 North & Co, Liverpool
 SMITH, GEORGE, Endon, Staffs, Solicitor Dec 18 Pattinson & Smale, Macclesfield
 TAYLOR, JOHN, Matlock Bridge, Derby, Hotel Keeper Dec 20 James Potter, Matlock Bridge
 THORPE, STEPHEN, Newcastle upon Tyne, Shipping Agent Jan 1 H K Hebb, Lincoln
 VALLANCE, JOHN OLLIVER, Hove, Sussex, Major Dec 20 Livesey & Co, Brighton
 WESTWOOD, WILLIAM, Edgbaston, Assay Master Dec 13 Byland & Co, Birmingham
 WHITE, SIR ARNOLD WILLIAM, Gt Marlborough st Dec 31 Henry A White, Gt Marlborough st
 WILKINSON, ANDREW, Dilworth Dec 15 Michael Willan, Preston
 WOODWARD, SARAH, Clarlborough, Notts Jan 10 Jones & Wells, East Retford

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, NOV. 17.

RECEIVING ORDERS.

BASPI, ANTONIO S, Minter st, Hoxton, Frame Maker High Court Pet Oct 17 Ord Nov 14
 BIGGS, WILLIAM THOMAS, South Hackney, Boot Manufacturer High Court Pet Oct 23 Ord Nov 14
 BILLINGTON, JOHN, Ambleside, Licensed Victualler Kendal Pet Nov 13 Ord Nov 13
 BLACK, JOHN, Newcastle on Tyne Newcastle on Tyne Pet Aug 9 Ord Nov 12
 BRADLEY, ANTHONY, Bowdler, Stationer Kendal Pet Nov 14 Ord Nov 14
 BROWN, JONATHAN, Hoxley, Builder Croydon Pet Nov 15 Ord Nov 15
 BUCKY, HERBERT SCOTT, Sutherland pl, Gent High Court Pet Nov 14 Ord Nov 14
 CHADGERTON, FRED, Oldham, Provision Dealer Oldham Pet Nov 11 Ord Nov 14
 CHAMBERLAIN, CHARLES, 22, Albans, Builder St Albans Pet Nov 14 Ord Nov 14
 COCKERAN, WILLIAM THOMAS, Nottingham, Music Seller Nottingham Pet Nov 13 Ord Nov 13
 COOPER, GEORGE, Ware, Corn Dealer Hertford Pet Oct 25 Ord Nov 11
 COWDER, THOMAS, Luton, Coal Merchant Luton Pet Nov 15 Ord Nov 15
 COX, GEORGE, South Norwood, Butcher Croydon Pet Nov 13 Ord Nov 13
 CURET, JOHN, Salisbury, Greengrocer Salisbury Pet Nov 15 Ord Nov 15

DARTNALL, ALFRED THOMAS, Tunbridge Wells, Cook Canterbury Pet Nov 13 Ord Nov 13
 DAVIES, H OSCAR, Falcon sq, Warehouseman High Court Pet Oct 24 Ord Nov 14
 DAWSON, C ROYAL, late of Ealing, Merchant High Court Pet Oct 24 Ord Nov 14
 DOWNES, ALFRED, Warrington, Stationer Warrington Pet Nov 15 Ord Nov 15
 DYER, WILLIAM, Bristol, Cab Proprietor Bristol Pet Nov 13 Ord Nov 13
 EVANS, SARAH, Pontedawe, Glam, Grocer Neath Pet Nov 14 Ord Nov 14
 EVANS, JOHN, Pontycymmer, Glam, Grocer Cardiff Pet Nov 14 Ord Nov 14
 FRANKS, GEORGE HENRY, Guisborough, Yorks, Picture Frame Maker Stockton on Tees Pet Nov 13 Ord Nov 13
 GELLY, JOSEPH, Blaenrhondda, Glam, Labourer Pontypridd Pet Nov 13 Ord Nov 13
 G & J GOLDSTRAVE, Look, Silk Dyer Macclesfield Pet Nov 13 Ord Nov 13
 GOSLAND, CHARLES RICHARD, Bideston, Suffolk, Pork Butcher Ipswich Pet Nov 14 Ord Nov 14
 GRIFFITHS, THOMAS, Bagdill, nr Holywell, Bricklayer Chester Pet Nov 15 Ord Nov 15
 HARGRAVE, SAMUEL PHILIP, Plymouth, General Dealer Plymouth Pet Nov 13 Ord Nov 13
 HARRIS, RICHARD JAMES, Barking, Grocer Chelmsford Pet Nov 14 Ord Nov 14
 HEVART, WILLIAM, Cardiff, Baker Cardiff Pet Nov 15 Ord Nov 15
 HODGKINS, WILLIAM DARNBOROUGH, Dringhouses, nr York, Market Gardener York Pet Nov 14 Ord Nov 14

HOGGIN, PRESTLEY, Paddock Wood, Kent, Florist Tunbridge Wells Pet Nov 15 Ord Nov 15
 HUGHES, SAMUEL, Felsall, Staffs, Gent Walsall Pet Oct 13 Ord Nov 13
 HOLLINGS, HERBERT EDMUNDS, Leeds, Chemist Leeds Pet Nov 13 Ord Nov 13
 JACKSON, LEONARD, Walthamstow, Cowkeeper High Court Pet Nov 15 Ord Nov 15
 JOLLEY, ALFRED, Wigan, Clerk Wigan Pet Oct 27 Ord Nov 15
 KERRSHAW, TITUS, Bradford, Wheelwright Bradford Pet Nov 14 Ord Nov 14
 MAITLAND, H R, Bangalore, Madras High Court Pet Sept 28 Pet Nov 15
 MCCORMACK, W HUME, Elgin cres, Officer High Court Pet Mar 23 Ord Nov 15
 MILLAN, JOHN, Shepton Mallet, Draper Wells Pet Nov 14 Ord Nov 14
 PEARS, WILLIAM EDWARD, Maxcy, Northampton, Farmer Peterborough Pet Nov 13 Ord Nov 13
 PERCY, THOMAS, Scarborough, Shoe Dealer Scarborough Pet Nov 14 Ord Nov 14
 POWELL, GEORGE, Shawbury, Salop, Farmer Shrewsbury Pet Oct 31 Ord Nov 14
 PRESTON, GUY ROY RICHARD RICHARD, Cheltenham, Gentleman Cheltenham Pet Nov 4 Ord Nov 10
 PRITCHARD, CHARLES, Pontypridd, Chinn Dealer Pontypridd Pet Nov 14 Ord Nov 14
 RAAB, FRANK OTTO, Kingston upon Hull, Dealer Kingston upon Hull Pet Nov 13 Ord Nov 13
 RIFFER BROTHERS, Cambridge, Builders Cambridge Pet Nov 14 Ord Nov 14

ROBERTS, WILLIAM, Llanddow, Denbigh, Schoolmaster
Portsmouth Pet Nov 14 Ord Nov 14
ROBINSON, WILLIAM, Standish, Herts, Gardener
Hertford Pet Nov 14 Ord Nov 14
ROBSON, BENJAMIN, Newcastle on Tyne, Commercial
Traveller Newcastle on Tyne Pet Nov 14 Ord
Nov 14
RUSSELL, FREDERICK, Maidstone, Watchmaker Maidstone
Pet Nov 13 Ord Nov 13
SADD, FRANCIS JOHN, Bedford, Suffolk, Farmer Ipswich
Pet Nov 13 Ord Nov 13
SANDS, FREDERICK, Nuneaton, Carpenter Coventry Pet
Nov 14 Ord Nov 14
SAVILLE, WALTER, Batley, Innkeeper Dewsbury Pet Oct
30 Ord Nov 13
SHOW, FREDERICK JOHN, Neath, Glam, Grocer Neath Pet
Nov 15 Ord Nov 15
SAWYER, J. W., Stamford Hill, Builder Edmonton Pet
Aug 12 Ord Nov 10
SUMMERS, WILLIAM SAMUEL, Southampton, Grocer South-
ampton Pet Nov 13 Ord Nov 13
TAYLOR, JOSEPH, Bridge, Kent, Builder Canterbury Pet
Nov 13 Ord Nov 13
THACKRAY, ALFRED, Lower Tooting, Baker Wandsworth
Pet Nov 13 Ord Nov 13
THATCHER, TOM, Watford, Brewer's Engineer St Albans
Pet Nov 11 Ord Nov 11
THOMAS, JOHN, Clydach Vale, Glam, Stoker Pontypridd
Pet Nov 13 Ord Nov 13
WARRIOR, JOHN, Birmingham, Clothier Birmingham Pet
Nov 14 Ord Nov 14
WARRINGTON, HENRY, and SAMUEL WARRINGTON, South
Crofton, Leics, Farmers Leicester Pet Nov 10 Ord
Nov 11
WEBSTER, ROWLAND, Derby, Greengrocer Derby Pet Nov
15 Ord Nov 15
WILLIAMS, THOMAS, Blaenrhonda, Glam, Underground
Fitter Pontypridd Pet Nov 13 Ord Nov 13
The following amended notice is substituted for that pub-
lished in the London Gazette of Nov 14:—

HODGSON, SAMUEL FRANKED, Nottingham, Yarn Agent
Nottingham Pet Nov 9 Ord Nov 9

FIRST MEETINGS.

ABRAHAM, GEORGE, Aberdare, Bank Manager Nov 21 at
12 Off Rec, 65, High st, Merthyr Tydfil
ACKROYD, SETH, Tong, Yorks, Coal Merchant Nov 28 at 11
Off Rec, 31, Manor row, Bradford
BERG, RICHARD, St Bride st, Export Merchant Nov 24
at 2.30 Bankruptcy bldgs, Carey st
BRAINE, AUGUSTUS ALBERT, Cheltenham, Cork Cutter
Nov 25 at 4.15 County Court bldgs, Cheltenham
CATER, WILLIAM DE WILDE, Post Mall, Army Account-
ment Maker Nov 27 at 2.30 Bankruptcy bldgs,
Carey st
COATES, WILLIAM, Grimsby, Ostler Nov 25 at 11.30 129,
Highgate, Kendal
COSGROVE, CATHERINE MAY, Austral st, Lambeth,
Spinster Nov 27 at 11 Bankruptcy bldgs, Carey st
DAVIE, RICHARD, Swansea, Manager Nov 24 at 12 Off
Rec, 31, Alexandra rd, Swansea
EVANS, THOMAS, Newport, Pemb, Licensed Victualler Nov
25 at 2 Off Rec, 11, Quay st, Cardiff
FANTHORPE, HENRY JOHN, Dereham, Labourer Nov 25 at
12 Off Rec, 8, King st, Norwich
FURLONG, GEORGE, Luton, Schoolmaster Nov 27 at 11.15
Red Lion Hotel, Luton
GAYLEN, WILLIAM, Stevenage, Saddler Nov 27 at 10.45
Red Lion Hotel, Luton
GOLDSTRAW, G & J, Leek, Silk Dyers Nov 27 at 12 Off
Rec, 33, King Edward st, Macclesfield
GWYNNE, DAVID PUGET, Swansea, Painter Nov 27 at 12
Off Rec, 31, Alexandra rd, Swansea
HARGRAVE, SAMUEL PHILIP, Plymouth, General Dealer
Nov 24 at 11 10, Atheneum ter, Plymouth
HODGSON, SAMUEL FRANKED, Nottingham, Yarn Agent
Nov 24 at 12 Off Rec, 85 Peter's Church walk, Not-
tingham
HODGSON, WILLIAM DARNBOROUGH, Dringhouses, York,
Market Gardener Nov 29 at 12.30 Off Rec, 23, Stone-
gate, York
HOWSON, GEORGE, Southport, Fish Merchant Nov 25 at
11 Off Rec, 15, Osborne st, St Grimsby
JONES, THOMAS, Cardiff, Coal Dealer Nov 27 at 11 Off
Rec, 29, Queen st, Cardiff
KOLLECKE, JOHN ALBERT, Finsbury pavement, Coal
Merchant Nov 27 at 19 Bankruptcy bldgs, Carey st
LIEVERLEY, JOHN, Malpas, Ches, Farmer Nov 24 at 3
Victoria Hotel, High st, Whitechurch, Salop
MASTERS, CHARLES, Folkestone, Gamekeeper Dec 8 at 9
Off Rec, 73, Castle st, Canterbury
POFFETON, ARTHUR, Wakefield, Commercial Traveller
Nov 24 at 11 Off Rec, Bond terrace, Wakefield
POWELL, WILLIAM ALBERT, Cheltenham, Furniture Dealer
Nov 25 at 2.15 County Court bldgs, Cheltenham
POWELL, GEORGE, Shawbury, Salop, Farmer Nov 25 at
11.30 Off Rec, Talbot chmbs, Shrewsbury
PUGH, DAVID, East Moor, Glam, Engineer Nov 30 at
11.30 Off Rec, 29, Queen st, Cardiff
PUTNEY, JOHN MARK, Dorking, Coal Merchant Nov 24 at
11.30 24, Railway approach, London Bridge
PUTNEY, JAMES HENRY, Dorking, Coal Merchant Nov 24
at 11.30 24, Railway approach, London Bridge
RAMSBOTTOM, EDWIN, Liverpool, Athletic Outfitter Nov 29
at 3 Off Rec, 35, Victoria st, Liverpool
ROBIN, STROUD UFFO, Bedford row, Solicitor Nov 24
at 11 Bankruptcy bldgs, Carey st
ROBINSON, JOSEPH, Lynn, Ches, Hay Dealer Dec 8 at
11.15 Court house, Upper Bank st, Warrington
RUSSELL, EDWARD GEORGE, Bethnal Green, Overmantel
Manufacturer Nov 29 at 2.30 Bankruptcy bldgs,
Carey st
RUSSELL, FREDERICK, Maidstone, Watchmaker Nov 29 at
10 Off Rec, Week st, Maidstone
SANDS, FREDERICK, Nuneaton, Carpenter Coventry Nov 27 at 13
Off Rec, 17, Hertford st, Coventry

SHERTON, GEORGE, Fulham Nov 26 at 13 Bankruptcy
bldgs, Carey st
SMITH, SAMUEL, Shoreditch, Timber Merchant Nov 27
at 13 Bankruptcy bldgs, Carey st
SMITH, FREDERICK, Elton, Farmer Nov 24 at 3 Off Rec,
95, Temple chambers, Temple avenue
SORELL, JAMES, Chelsea, Builder Nov 27 at 11 Bank-
ruptcy bldgs, Carey st
STURGEON & MAISON, Queen Victoria st, Financial Agents
Nov 27 at 2.30 Bankruptcy bldgs, Carey st
SUMMERS, WILLIAM SAMUEL, Southampton, Grocer Nov
28 at 3 Off Rec, 4, East st, Southampton
TOMKINS, HENRY EPOCH, Cowbridge, Glam, Innkeeper Nov
30 at 11 Off Rec, 29, Queen st, Cardiff
WARD, WILLIAM, Kendal, Mason Nov 25 at 11 129, High-
gate, Kendal
WARRINGTON, HENRY, and SAMUEL WARRINGTON, South
Crofton, Leics, Farmers Nov 27 at 12.30 Off Rec,
1, Berridge st, Leicester
WATKINS, JAMES, Finchurch st, Taguowest Nov 29 at 12
Bankruptcy bldgs, Carey st
WESTEMAN, ELIZABETH, Leeds, General Dealer Nov 24
at 11 Off Rec, 22, Park row, Leeds
WILLIAMS, DAVID, Swansea, Gammal Nov 25 at 12 Off
Rec, 31, Alexandra rd, Swansea
WILLIAMS, DAVID, Toppandy, Auctioneer Nov 24 at 3
Off Rec, 65, High st, Merthyr Tydfil
WILLIAMS, ISAAC, Aberystwyth, Licensed Victualler Nov 27
at 2 Off Rec, 65, High st, Merthyr Tydfil

ADJUDICATIONS.

ACKROYD, SETH, Tong, Yorks, Coal Merchant Bradford
Pet Nov 11 Ord Nov 14
AULTON, JOHN, Walsall, Harness Manufacturer Walsall
Pet Nov 4 Ord Nov 11
BISSELL, F. T., Barking, Ironmonger Chelmsford Pet Oct
5 Ord Nov 11
BRADLEY, ANTHONY, Bowness, Stationer Kendal Pet
Nov 14 Ord Nov 14
BUGBY, HERBERT SCOTT, Sutherland place, Gentleman
High Court Pet Nov 14 Ord Nov 14
CHAMBERLAIN, CHARLES, St Albans, Builder St Albans
Pet Nov 14 Ord Nov 14
COCKRAM, WILLIAM THOMAS, Nottingham, Music Seller
Nottingham Pet Nov 13 Ord Nov 13
COX, GEORGE, South Norwood, Butcher Croydon Pet
Nov 13 Ord Nov 13
CURRY, JOHN, Salisbury, Greengrocer Salisbury Pet Nov
15 Ord Nov 15
DOWNES, ALFRED, Warrington, Stationer Warrington
Pet Nov 15 Ord Nov 15
EVANS, JOHN, Oswestry, Saddler Wrexham Pet Nov 7
Ord Nov 13
EVANS, JOHN, Pontymer, Glam, Grocer Cardiff Pet
Nov 14 Ord Nov 14
EVANS, SARAH, Pontardawe, Glam, Grocer Neath Pet
Nov 14 Ord Nov 14
FRANK, GEORGE HENRY, Grimsby, Picture Frame
Maker Grimsby on Tyne Pet Nov 13 Ord Nov 13
GELLY, THOMAS, Blaenrhonda, Glam, Labourer Ponty-
pridd Pet Nov 13 Ord Nov 13
GOSLING, CHARLES RICHARD, Bideford, Suffolk, Fork
Butcher Ipswich Pet Nov 14 Ord Nov 14
GREENWOOD, JAMES BROOKE, Heckmondwike, Plasterer
Dewsbury Pet Nov 1 Ord Nov 14
GRIFFITHS, THOMAS, Bagillt, Holywell, Bricklayer Chester
Pet Nov 15 Ord Nov 15
GROVER, WILLIAM CHARLES, Oxford, Licensed Victualler
High Court Pet Oct 17 Pet Nov 15
HARRIS, RICHARD JAMES, Barking, Grocer Chelmsford Pet
Nov 14 Pet Nov 14
HARGRAVE, SAMUEL PHILIP, Plymouth, General Dealer
Plymouth Pet Nov 11 Ord Nov 13
HELVAR, WILLIAM, Cardiff, Baker Cardiff Pet Nov 15
Ord Nov 15
HODGSON, WILLIAM DARNBOROUGH, Dringhouses, nr York,
Market Gardener York Pet Nov 14 Ord Nov 14
HOLLINGS, HERBERT EDMUND, Leeds, Chemist Leeds Pet
Nov 13 Ord Nov 13
HOWES, CHARLES, Ayleston, Leicester, Traveller Leice-
ster Pet Oct 25 Ord Nov 4
JACKSON, LEONARD, Walthamstow, Cowkeeper High
Court Pet Nov 15 Ord Nov 15
KEBBY, TITUS, Bradford, Wheelwright Bradford Pet
Nov 13 Ord Nov 14
MILLAN, JOHN, Shepton Mallet, Draper Wells Pet Nov 14
Ord Nov 14
PAYNE, W. G., Dover, Tailor Canterbury Pet Sept 20
Ord Nov 13
PEARS, WILLIAM EDWARD, Maxey, Northamptonshire,
Farmer Peterborough Pet Nov 13 Ord Nov 13
PERCY, THOMAS, Scarborough, Shoes Dealer Scarborough
Pet Nov 14 Ord Nov 14
PIKE, SIDNEY CHARLES GILBERT, Bournemouth, Draper
Poole Pet Oct 16 Ord Nov 13
PRESTON, GUY ROY RICHARD RICHARD, Cheltenham, Gent
Cheltenham Pet Nov 4 Ord Nov 13
PRITCHARD, CHARLES, Pontypridd, China Dealer Ponty-
pridd Pet Nov 14 Ord Nov 14
PINE, JOHN, 64 Winchester st, Newspaper Proprietor High
Court Pet July 21 Ord Nov 15
RAAB, FRANK OTTO, and JOHN LESLIE, Kingston upon Hull,
Mantle Dealers Kingston upon Hull Pet Nov 13
Ord Nov 13
REYNOLDS, ARTHUR, Salisbury, Jeweller Salisbury Pet
Oct 29 Ord Nov 14
RIPPER, HARRY TUCKER, and EDWARD JOHN THOMAS
RIPPER, Cambridge, Builders Cambridge Pet Nov 14
Ord Nov 14
ROBERTS, WILLIAM, Llanddow, Denbigh, Schoolmaster
Portsmouth Pet Nov 14 Ord Nov 14
ROBSON, BENJAMIN, Newcastle on Tyne, Commercial Tra-
veller Newcastle on Tyne Pet Nov 14 Ord Nov 14
RUSSELL, FREDERICK, Maidstone, Watchmaker Maidstone
Pet Nov 13 Ord Nov 13
SADD, FRANCIS JOHN, Bedford, Suffolk, Farmer Ipswich
Pet Nov 13 Ord Nov 13
SANDS, FREDERICK, Nuneaton, Carpenter Coventry Pet
Nov 14 Ord Nov 14

SMITH, ALFRED TOULMIN, Essex st, Strand, Solicitor High
Court Pet July 31 Ord Nov 15
SHOW, FREDERICK JOHN, Neath, Glam, Grocer Neath Pet
Nov 15 Ord Nov 15
TAYLOR, JOSEPH, Bridge, Kent, Builder Canterbury Pet
Nov 13 Ord Nov 13
THOMAS, JOHN, Clydach Vale, Glam, Stoker Pontypridd
Pet Nov 13 Ord Nov 13
WALKER, WILLIAM KEMPSON, Clapton, Meat Salesman
High Court Pet Oct 14 Ord Nov 15
WARRIOR, JOHN, Birmingham, Clothier Birmingham Pet
Nov 14 Ord Nov 15
WEBSTER, ROWLAND, Derby, Greengrocer Derby Pet
Nov 15 Ord Nov 15
WEICHER, JULIUS HERMANN, Brighton, Lodging house
Keeper Brighton Ord Nov 11
WILLIAMS, THOMAS, Blaenrhonda, Glam, Underground
Fitter Pontypridd Pet Nov 13 Ord Nov 13

London Gazette—Tuesday, Nov. 21.

RECEIVING ORDERS.

ADAMS, A. F., High Court Pet Sept 1 Ord Nov 16
ASHOFF, BERNARD, Fulham, Bootmaker High Court
Pet Nov 17 Ord Nov 17
BIRN, THOMAS WILLIAM, Burnley, Pawnbroker Burnley
Pet Nov 15 Ord Nov 15
BLOOM, ALFRED, Leicester, Fish Merchant Leicester
Pet Nov 17 Ord Nov 17
CARMAN, JOSEPH, Lower Chedworth, Glam, Builder Chel-
tenham Pet Nov 17 Ord Nov 17
CHIRWELL, WILLIAM, Bedford, Plasterer Bedford Pet Nov
16 Ord Nov 16
COOKE, GEORGE, Birmingham, Bookseller Birmingham
Pet Nov 16 Ord Nov 16
CUMFERT, JAMES WILLIAM, Rochdale, Traveller Rochdale
Pet Nov 17 Ord Nov 17
DANKER, CHARLES ALBERT, Philpot lane, Merchant
High Court Pet Nov 16 Ord Nov 16
DYER, HENRY, James st, Covent Garden High Court Pet
Sept 16 Ord Nov 17
ELLERBECK, GEORGE, Cawood, nr Selby, Bricklayer York
Pet Nov 16 Ord Nov 16
FOLKE, AUGUSTUS JOHN GRAHAM POMFRET, West Kensington
High Court Pet Oct 20 Ord Nov 17
GILBERT, THOMAS, Leicester, Coal Dealer Leicester Pet
Nov 17 Ord Nov 17
GLENDHILL, WILLIAM, Grestland, Halifax, Grocer Halifax
Pet Nov 18 Ord Nov 18
GOODREDS, WILLIAM, Dudley, Ironfounder Dudley Pet
Nov 14 Ord Nov 14
HALL, ARTHUR SAMUEL, Leeds, Brewer Leeds Pet Nov 15
Ord Nov 16
HAYNES, ARTHUR WILLIAM, Southsea, Livery Stable Keeper
Portsmouth Pet Nov 15 Ord Nov 15
HAYTON, HERBERT JOHN, Folkestone, Tobacconist Canter-
bury Pet Nov 18 Ord Nov 18
HILL, STEPHEN, Wednesbury, Stationer Walsall Pet
Nov 20 Ord Nov 20
HOBBS, JOHN ALEXANDER, Villiers st, Strand, Tobacconist
High Court Pet Nov 17 Ord Nov 17
HUNT, T. W., Bloombury, Mantle Manufacturer High
Court Pet Nov 2 Ord Nov 17
HUTCHINSON, ROBERT, Tunbridge, Bank Inspector Tun-
bridge Wells Pet Oct 13 Ord Nov 16
JOHNSON, WILLIAM APPELEY, Peterborough, Grocer Peter-
borough Pet Nov 17 Ord Nov 17
JONES, BARRY, Teindre, Glam, Tailor Pontypridd Pet Nov
18 Ord Nov 18
JONES, WILLIAM, Conway, Grocer Bangor Pet Nov 16 Ord
Nov 16
JONES, THOMAS, Nantyglo, Mon, Woollen Merchant
Tredgar Pet Nov 18 Ord Nov 18
KEW, WILLIAM, Tactonston, Norfolk, Bailiff Norwich
Pet Nov 17 Ord Nov 17
KESSELMYER, WILLIAM JOHANNES, Byrdon, Insurances
Agent Manchester Pet Nov 16 Ord Nov 16
LANDLESS, WILLIAM, Leeds, Yorks, Architect Leeds Pet
Nov 16 Ord Nov 16
LINDER, WILLIAM CLARENCE, Salford, Tailor's Cutter
Salford Pet Nov 16 Ord Nov 16
MILES, DAVID, Great Missenden, Bucks, Farm Bailiff
Aylesbury Pet Nov 16 Ord Nov 16
NORRIS, EDWARD JOHN, Southsea on Sea, out of business
High Court Pet Nov 16 Ord Nov 16
PAGE, ARTHUR ROBERT, Clacton on Sea, Farmer Colchester
Pet Nov 8 Ord Nov 15
PARANOR, SIDNEY, Tunbridge Wells, Manager Tunbridge
Wells Pet Nov 16 Ord Nov 16
PERKINS, JAMES, Cowden, Kent, Park Butcher Tunbridge
Wells Pet Oct 27 Ord Nov 16
PRITCHARD, W. J., West Kirby, Cheshire, Builder Birken-
head Pet Oct 31 Ord Nov 16
RADFORD, WILLIAM, Swansea, Butcher Swansea Pet Nov
17 Ord Nov 17
ROTH, HUBERT FRANK, Forest Gate, Clerk High Court
Pet Nov 13 Ord Nov 17
RYDER, SAMUEL, Strand, Nurseryman High Court Pet
Nov 11 Ord Nov 17
SAYER, T. B., Lavender hill, Builder Wandsworth Pet Oct
3 Ord Nov 16
SIMPSON, WILLIAM, Lowestoft, Fish Packer Great Yar-
mouth Pet Nov 16 Ord Nov 16
SKINNER, RICHARD, Reading, Iron Merchant Reading
Pet Nov 15 Ord Nov 15
SMITH, HENRY HOMER, West Bromwich, Mineral Water
Manufacturer West Bromwich Pet Nov 16 Ord
Nov 16
TAYLOR, ALFRED W. S., Westminster, Gent High Court
Pet Oct 1 Ord Nov 16
THORNTON, ARTHUR WILLIAM, Birmingham, Clothier
Birmingham Pet Nov 1 Ord Nov 14
TUCKER, JOHN RILEY, Addingham, Yorks, Drug Dealer
Bradford Pet Nov 17 Ord Nov 17
TURNER, GEORGE LEWIS CURRIEL, Watwick rd, Maida
Vale, Solicitor High Court Pet April 20 Ord Nov 16
UDALL, CHARLES, West Bromwich, Furniture Remover
West Bromwich Pet Nov 17 Ord Nov 17
WAGG, WILLIAM, East London, Notice Licensed Victualler
Leicester Pet Nov 17 Ord Nov 17

WIDDOWSON, ANN, Leicester, Widow Leicester Pet Nov 17 Ord Nov 17
 WILLARD, CHARLES GRANTHAM, St Leonard's on Sea, of no occupation Hastings Pet Nov 17 Ord Nov 17
 WILLIAMS, CHARLES, Liverpool, Coachbuilder Liverpool Pet Nov 18 Ord Nov 18
 YEOMANS, JOHN GEORGE GODFREY, Chesterfield, Saddler Chesterfield Pet Nov 17 Ord Nov 17
 YOUNG, WILLIAM BIDEW, Wimbledon, Builder Kingston Pet Nov 18 Ord Nov 18

The following amended notice is substituted for that published in the London Gazette of Nov 7:—

WILLIAMS, DAVID, Tonypany, Auctioneer Pontypridd Pet Nov 3 Ord Nov 3

FIRST MEETINGS.

ALCOCK, GEORGE HADDON, Gt Yarmouth, Butcher Dec 2 at 11 Off Rec, 8, King st, Norwich
 ARSON, HENRY ALEXANDER, Hartogate, Clothier Nov 29 at 11 Off Rec, 22, Park row, Leeds
 AULTON, JOHN, Walsall, Hatman Manufacturer Dec 7 at 11.30 Off Rec, Walsall
 BLACK, JOHN, Newcastle on Tyne, Builder Nov 29 at 2.30 Off Rec, Fink lane, Newcastle on Tyne
 BIGGS, WILLIAM THOMAS, South Hackney, Boot Manufacturer Nov 29 at 2 Bankruptcy bldg, Carey st
 BOOBY, HERBERT SCOTT, Baywater, Gentleman Nov 28 at 11 Bankruptcy bldg, Carey st
 BERTON, BROTHERS, Hanley, Cabinet Makers Nov 28 at 12 Off Rec, Newcastle under Lyme
 COCKRAM, WILLIAM THOMAS, Nottingham, Music Seller Nov 28 at 11 Off Rec, St Peter's Church walk, Nottingham
 COLLINS, SAMUEL, Stourton, Somerset, Farmer Nov 29 at 3 Off Rec, Salisbury
 COOKSON, EMMA, Bottom Boat, Wakefield, Widow Nov 28 at 11 Off Rec, Broad 1st, Wakefield
 COOK, MARY, Wyke Regis, Widow Nov 28 at 12.30 Off Rec, Salisbury
 CURRY, JOHN, Salisbury, Greenrover Nov 28 at 3 Off Rec, Salisbury
 DANVERS, CHARLES WILLIAM, Acock's green, Worcs, Bootmaker Nov 29 at 11 23, Colmore row, Birmingham
 DAWSON, C ROYAL, New Broad st, Merchant Nov 28 at 8 Bankruptcy bldg, Carey st
 DYER, WILLIAM, Bristol, Cab Proprietor Nov 29 at 1 Off Rec, Bank chambers, Corn st, Bristol
 ELLERBECK, GEORGE, Cawood, Selby, Bricklayer Nov 30 at 12.30 Off Rec, 25, Stonegate, York
 FORD, FREDERICK, Potworth, Innkeeper Nov 28 at 3 Off Rec, 4, Pavilion bldg, Brighton
 GARRIDE, ABRAHAM, Salford, Licensed Victualler Nov 29 at 3 3 Ogdens's chambers, Bridge st, Manchester
 GOSLING, CHARLES RICHARD, Blidston, Suffolk, Pork Butcher Nov 28 at 12.30 Princes st, Ipswich
 HAYNES, ARTHUR WILLIAM, Southsea, Livery Stable Keeper Nov 30 at 3.30 Off Rec, Cambridge Junction, High st, Portsmouth
 HEADSLEY, ARTHUR GEORGE, Sunbury, Licensed Victualler Nov 29 at 11.30 34, Railway app, London bridge
 JOLLY, ALFRED, Wigan, Clerk Nov 29 at 2.15 Court house, King st, Wigan
 KENNAW, TITUS, Bradford, Wheelwright Nov 29 at 11 Off Rec, 31, Market row, Bradford
 LUTED, WILLIAM ELDRIDGE, Mayfield, Sussex, Builder Nov 28 at 2.30 Spencer & Hother, 68, Mount pleasant, Tunbridge Wells
 MILLAR, JOHN, Shepton Mallet, Draper Nov 29 at 1.15 Off Rec, Bank chmrs, Corn st, Bristol
 MORRIS, JOHN CHARLES, Holyhead, Grocer Nov 28 at 11.45 Crypt chmrs, Chester
 MOUTS, JOHN, Neath, Grocer Nov 30 at 12 Off Rec, 31, Alexandra rd, Swansea
 PEARL, WILLIAM EDWARD, Maxcy, Northamptonshire, Farmer Dec 6 at 12 Law Courts, New rd, Peterborough
 REATHE, ARTHUR, Birmingham, Perambulator Manufacturer Dec 1 at 11 23, Colmore row, Birmingham
 RIVERS BROTHERS, Cambridge Builders Dec 4 at 12 Off Rec, 5, Petty Cur, Cambridge
 ROBERTS, WILLIAM, Llanddowrog, Denbigh, Schoolmaster Nov 29 at 12.15 Eagles Hotel, Llanrwst
 RODRIGUES, LEWIS, Birmingham, Accountant Nov 30 at 12 23, Colmore row, Birmingham
 ROY, EDWIN JAMES, Colchester, Brewer Nov 30 at 3 63, Temple chmrs, Temple avenue, E.C.
 RUTTER, EDGAR FRANCIS, 2, Marlborough mansions, Financial Agent Nov 29 at 11 Bankruptcy bldg, Carey st
 SADD, FRANCIS JOHN, Bedford, Suffolk, Farmer Nov 28 at 12.30 26, Princes st, Ipswich
 SIMPSON, WILLIAM, Lowestoft, Fish Packer Dec 3 at 11.30 Off Rec, 8, King st, Norwich
 SMITH, ARTHUR, Scarborough, Lodging house keeper Nov 29 at 11.30 Off Rec, 74, Newborough st, Scarborough
 SPILLATT, HENRY GEORGE, South Boston, Sussex, Licensed Victualler Nov 28 at 12 Off Rec, 4, Pavilion bldg, Brighton
 TATHAM & CO, Nottingham, Lace Manufacturers Nov 29 at 12 Off Rec, St Peter's Church walk, Nottingham
 TAYLOR, JOSEPH, Bridge, Kent, Builder Dec 1 at 10.30 Off Rec, 73, Case st, Canterbury
 THATCHER, JOHN, Watford, Brewer's Engineer Nov 29 at 3 Off Rec, 26, Temple chambers, Temple avenue, E.C.
 THOMAS, WALTER JAMES, Neath, Glam, Grocer Nov 29 at 12 Off Rec, 31, Alexandra rd, Swansea
 WEBBER & SON, J. A., Swansea, Watchmakers Nov 28 at 12 Off Rec, 31, Alexandra rd, Swansea
 WEMTER, ROWLAND, Derby, Greenrover Nov 28 at 12 Off Rec, 26, James's chambers, Derby
 WELCH, CHARLES ROBERT HEWER, Birmingham, Boot Manufacturer Nov 29 at 11 23, Colmore row, Birmingham
 WHILE, WILLIAM JOHN, Southsea, Chemist Nov 28 at 3.30 Off Rec, Cambridge Junction, High st, Portsmouth
 WEST, THOMAS JACKSON, Kingston upon Hull Nov 28 at 11 Off Rec, Trinity House lane, Hull

YARLEY, ANDREW WOLLACOTT, Bath, Artists' Colourman Nov 29 at 12.15 Off Rec, Bank chmrs, Corn st, Bristol

ADJUDICATIONS.

ASHHOFF, BERNARD, Fulham, Bootmaker High Court Pet Nov 17 Ord Nov 17
 BIRNIE, THOMAS WILLIAM, Burnley, Pawnbroker Burnley Pet Nov 10 Ord Nov 18
 BLOXAM, ALFRED, Leicester, Fish Merchant Leicester Pet Nov 17 Ord Nov 17
 BOND, WILLIAM, Grantham, Draper Nottingham Pet Oct 14 Ord Nov 16
 BURTON BROTHERS, Hanley, Cabinet Makers Hanley Pet Oct 21 Ord Nov 18
 CARMAN, JOSEPH, Lower Chedworth, Glos, Builder Cheltenham Pet Nov 14 Ord Nov 17
 CHINNALL, WILLIAM, Bedford, Plasterer Bedford Pet Nov 15 Ord Nov 16
 COOPER, GEORGE, Ware, Corn Dealer Hertford Pet Oct 26 Ord Nov 17
 COOKE, GEORGE, Birmingham, Bookseller Birmingham Pet Nov 16 Ord Nov 17
 DARNIERRE, CHARLES ALBERT, Philpot lane, Merchant High Court Pet Nov 16 Ord Nov 17
 ELLERBECK, GEORGE, Cawood, nr Selby, Bricklayer York Pet Nov 16 Ord Nov 16
 FARNWORTH, JAMES, Gorton, Contractor Liverpool Pet Sept 30 Ord Nov 16
 GILBERT, THOMAS, Leicester, Coal Dealer Leicester Pet Nov 17 Ord Nov 17
 GLIDHILL, WILLIAM, Grestland, nr Halifax, Grocer Halifax Pet Nov 18 Ord Nov 18
 GOODREDS, WILLIAM, Dudley, Ironfounder Dudley Pet Nov 14 Ord Nov 18
 HALL, ARTHUR SAMUEL, Leeds, Brewer Leeds Pet Nov 16 Ord Nov 16
 HALLITT, JOSEPH, Croydon, Oil Merchant Croydon Pet Oct 17 Ord Nov 14
 HANBLIN, JAMES, Kilmarston, Som, Butcher Frome Pet Oct 21 Ord Nov 18
 HARRISON, JOSEPH JOSEPHINE, Maidenhead Windsor Pet Oct 16 Ord Nov 17
 HOOD, HON ALFRED NELSON, Brabant court, Wine Agent High Court Pet June 27 Ord Nov 17
 JOHNSON, WILLIAM APFLEBY, Peterborough, Grocer Peterborough Pet Nov 17 Ord Nov 17
 JONES, THOMAS, Nantyglo, Mon, Woollen Merchant Tregear Pet Nov 18 Ord Nov 18
 JONES, WILLIAM, Conway, Grocer Bangor Pet Nov 16 Ord Nov 16
 JONES, JAMES, Penicuik, Gls, Tailor Pontypridd Pet Nov 18 Ord Nov 16
 KEMP, WILLIAM, Tacolneston, Norfolk, Bailiff Norwich Pet Nov 17 Ord Nov 17
 LANDLESS, WILLIAM, Leeds, Architect Leeds Pet Nov 16 Ord Nov 16
 LINDSEY, WILLIAM CLARENCE, Salford, Tailor's Cutter Salford Pet Nov 16 Ord Nov 16
 LYON, ABRAHAM, Ship st, Finsbury, Oriental Importer High Court Pet July 24 Ord Nov 18
 MILES, DAVID, Great Missenden, Bucks, Farm Bailiff Aylesbury Pet Nov 15 Ord Nov 16
 PARANOR, SIDNEY, Tunbridge Wells Tunbridge Wells Pet Nov 15 Ord Nov 16
 RADFORD, WILLIAM, Swansea, Butcher Swansea Pet Nov 17 Ord Nov 17
 ROBINSON, WILLIAM, Stanstead Abbots, Gardener Hertford Pet Nov 14 Ord Nov 14
 RODRIGUES, LEWIS, Birmingham, Accountant Birmingham Pet Oct 23 Ord Nov 18
 ROTH, HUBERT FRANK, Forest Gate, Commercial Clerk High Court Pet Nov 18 Ord Nov 17
 SHAW, EDWARD, Liverpool, Commission Agent Liverpool Pet Oct 10 Ord Nov 16
 SHIPSON, WILLIAM, Lowestoft, Fish Packer Great Yarmouth Pet Nov 16 Ord Nov 16
 SMITH, HENRY HUGHES, West Bromwich, Mineral Water Manufacturer West Bromwich Pet Nov 15 Ord Nov 16
 SPENCE, WILLIAM, Chiswick, Commercial Clerk Brentford Pet July 17 Ord Sept 1
 SUMMERS, WILLIAM SAMUEL, Southampton, Grocer Southampton Pet Nov 13 Ord Nov 18
 TAPPIN, JAMES, Ladbroke grove rd, Ironmonger High Court Pet July 23 Ord Nov 14
 THATCHER, TOM, Watford, Brewer's Engineer St Albans Pet Nov 11 Ord Nov 17
 TURNER, JOHN BILEY, Addingham, Yorks, Drug Dealer Bradford Pet Oct 20 Ord Nov 17
 WARR, WILLIAM, East Leake, Notls, Licensed Victualler Leicester Pet Nov 16 Ord Nov 17
 WIDDOWSON, ANN, Leicester, Widow Leicester Pet Nov 17 Ord Nov 17
 YEOMANS, JOHN GEORGE GODFREY, Chesterfield, Saddler Chesterfield Pet Nov 16 Ord Nov 17
 YOUNG, WILLIAM BIDEW, Wimbledon, Builder Kingston Pet Nov 18 Ord Nov 18

The following amended notice is substituted for that published in the London Gazette of Nov 7:—

WILLIAMS, DAVID, Tonypany, Auctioneer Pontypridd Pet Oct 30 Ord Nov 3

SALES OF ENSUING WEEK.

NOV. 22.—Messes. EDWIN FOX & BOURFIELD, at the Mart, E.C., at 2 o'clock, Freehold Ground-Rent (see advertisement, this week, p. 4).
 NOV. 22.—Messes. EGBERTON, BEACHE, & GALSORTHY, at the Mart, E.C., Freehold Ground-Rent and Fee Farm Rents (see advertisement, Nov. 4, p. 17).
 NOV. 22.—Messes. WEATHERALL & GREEN, at the Mart, E.C., at 2 o'clock, Freehold Property (see advertisement, Nov. 4, p. 16).
 NOV. 20.—MR. JOHN JACKSON WHEELER, at the Mart, E.C., at 2 o'clock, Private Residences (see advertisement, this week, p. 6).

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